

NOTICE TO BIDDERS

PROJECT:	Wastewater Treatment Improvements Project, Morning Sun, IA
Pre-Bid Meeting/Inspection	10:00 AM, January 29, 2025 at City Hall and project location. Attendance at the scheduled Pre-Bid Meeting/Inspection or an Independent Inspection of the WWTP is required in order for a bid to be considered as valid.
BID DATE:	<u>Sealed bids are due at 4:00PM, February 19, 2025, at the City Hall</u> <u>Bids will be opened at 4:00PM, February 19, 2025, at the City Hall</u> <u>Hearing will be held at 6:00PM, February 19, 2025, at the City Hall</u> <u>Bids will be considered at 6:00PM, February 19, 2025, at the City Hall.</u>
LOCATION:	<u>Bids should be filed at:</u> Attn: Morning Sun City Clerk Morning Sun City Hall, 11 E. Division Street, PO Box 426, Morning Sun, IA 52640 Attn: Wastewater Treatment Improvements Project Phone # 319-868-7936
FEDERAL REQUIREMENTS:	<p>This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.</p> <p>Contractor shall include Manufacturer’s Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.</p> <p>For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.</p> <p>Contractor shall designate the responsible parties for determining the final classifications for all project items.</p> <p>Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75]</p> <p>A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.</p> <p>C. The contractor agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.</p> <p>E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.</p> <p>E. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.</p>

	<p>G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.</p> <p>H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.</p> <p>I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.</p> <p>J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.</p> <p>K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p>
DESCRIPTION OF WORK:	<p>The project shall consist of providing all materials, equipment and labor necessary to install the work as defined as follows:</p> <p>Base Bid: Construction of 20' X 30' timber framed building including reinforced concrete foundation, metal siding and roofing, electrical, process piping, and HVAC systems. Construction of Integrated Nitrification Reactor including reinforced concrete tanks, electrical, aeration, control, and process piping systems. Provide and install lagoon aeration system. Construction and installation of various flow control structures and associated piping. Work includes all necessary grading, erosion control, mobilization water and natural gas service piping and other associated appurtenances and miscellaneous work items.</p> <p>All Work and equipment are to be in accordance with the Plans, Specifications and Contract Documents on file with the City Clerk of the City of Morning Sun, Iowa, which are by this reference made a part of this Notice as though fully set out and incorporated herein.</p>
SALES TAX EXEMPTION	The Bidder is eligible to receive an exemption from the State of Iowa Sales Tax. The City expects the Contractor to obtain the Sales Tax Exemption from the City. State of Iowa Sales Tax shall <u>NOT</u> be included in the bid.
PREFERENCE	By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa.
BID GUARANTY:	Bid security in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City, in the amount of 10% of the bid.
COMPLETION DATE:	Work shall commence within ten (10) calendar days after receipt of the written "Notice to Proceed". All work shall be completed by November 1, 2026 subject to any time extension that may be granted by the Council.
PERFORMANCE/PAYMENT/MAINTENANCE BOND:	One hundred percent (100%) of the bid, with a maintenance period of three (3) years from the time of final project acceptance by the Owner.
PAYMENTS:	Monthly estimates equivalent to ninety-five percent (95%) of the Contract value of the work completed during the preceding calendar month with 5% retainage. Remaining retainage, if any, will be paid within 30 days after final acceptance by the City.

BIDDING DOCUMENTS:	Bidding Documents can be purchased from: Hart-Frederick Consultants P.C.
BIDDING DOCUMENTS COST:	<p>\$100.00 per set, refundable, if returned within 14 days after the award of the contract and in a re-useable condition. Electronic documents will be provided free of charge.</p> <p>Make checks payable to "Hart-Frederick Consultants, P.C." Mail checks to the mailing address.</p> <p>Mailing Address: Hart-Frederick Consultants P.C., P.O. Box 560, Tiffin, IA 52340-0560</p> <p>Physical Location: 510 State St.; Tiffin, IA 52340; Phone #: (319) 545-7215; Fax #: (319) 545-7220</p> <p>For Current Project information and status, please visit: www.hart-frederick.com; Click on "Projects," and then click on "Current Projects."</p>
PROJECT ENGINEER:	<p>Benjamin A Carhoff, P.E.; Hart-Frederick Consultants P.C.</p> <p>Contact information: Phone # (319) 545-7215, Fax # (319) 545-7220</p>
<p><i>Posted upon order of The City Council of Morning Sun, IA</i></p> <p><i>By: ss\ Bill Minnis, Mayor</i></p> <p><i>Attest: ss\ Lindsey Siegle, City Clerk</i></p>	