

Building Addition

Community Early Childhood Center
Fort Dodge, Iowa

NOTICE OF PUBLIC LETTING & HEARING

You are hereby notified that the City of Fort Dodge will receive Bids for the project – Building Addition – Community Early Childhood Center.

Project Description:

The project consists of the construction of a wood frame building addition to the existing facility as specified in the contract documents. The work includes demolition, cast in place concrete, masonry, structural steel, rough carpentry, finish carpentry, architectural wood casework, insulation systems, weather barriers, metal soffit panels, EPDM membrane roofing, asphalt shingles, doors, frames and hardware, aluminum entrances, windows, glazing, gypsum board assemblies, acoustical ceilings, resilient flooring, painting, specialties, toilet accessories, sitework, plumbing systems, mechanical systems, electrical systems and fire alarm.

Bid Documents: Drawings and Specifications not exceeding two (2) sets per contractor may be obtained at the office of the architect, Allers Associates Architects, PC, located at 822 Central Ave., Suite 320, Wells Fargo Center, Fort Dodge, Iowa, 50501, upon a deposit of \$100.00 for each complete set of contract documents. Said deposit will be fully refundable to bidders who submit a bona fide bid and return the bidding documents (including addendums), in good condition, within seven (7) days after bid opening. Documents may be obtained after 9:00 a.m., April 27, 2021. Digital copies will also be available at online plan centers listed in the specifications.

A copy of the Plans and Specifications governing the construction of these proposed improvements which have been made a part of this Notice and the proposed contract will be on file and may be seen at the office of the **City Clerk of the City of Fort Dodge, Municipal Building, 819 1st Avenue South, Fort Dodge, Iowa.**

Time and Place for a Prebid Conference: A Pre-bid Conference will be held at **4:00 p.m. on May 3, 2021** in the **Council Chambers, Municipal Building, 819 1st Avenue South, Fort Dodge, Iowa.** Attendance is encouraged but not required. Social Distancing practices will be followed and Masks will be required to attend.

Questions and Clarifications: The bidder may seek clarification of the drawings and specifications from the architect until 12:00 Noon, May 7th, 2021, at which time no further information will be provided other than what is shown on the drawings and in the specifications. The purpose for the deadline is to ensure adequate time for preparation and issuance of an addendum, if needed, on May 10, 2021. It is the intention of this request that addendums after this date may not be necessary.

Time and Place for Filing Bids. Sealed bids for the work comprising each improvement as stated below must be filed in the office of the **City Clerk of the City of Fort Dodge, Municipal Building, 819 1st Avenue South, Fort Dodge, Iowa** on or before **2:00 p.m. (local time) May 17th, 2021.** Bids shall be submitted on forms furnished in the project manual. Bids will not be accepted at any other location. Bid envelopes shall be clearly labeled with the name of the contractor and titled **“Name of Contractor - Bid Form – Building Addition – Community Early Childhood Center.”** No oral, telephonic, or facsimile (FAX) proposals will be accepted. Full responsibility for the delivery of the hand carried or mailed bids prior to the deadline for receiving bids rests with the preparer. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.

Bid Security: In separate envelope, clearly label the name of the contractor and the title **“Name of Contractor - Bid Security – Bidder Status Form – Intent to Comply with Section 3 Requirements – Building Addition – Community Early Childhood Center”**, each bidder shall accompany its bid with bid security in the form of a cashier’s check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the Bid Bond form included in the project manual. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. A certified check, to be acceptable, shall bear on its face the endorsement of a solvent Iowa bank as to the amount certified, which endorsement shall be signed by an

official authorized to bind the bank by his acts. Bid security other than said bid bond shall be made payable to the City Clerk of Fort Dodge. "Miscellaneous Bank Checks", and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Chapter 533B of the Iowa Code, are not acceptable bid security. The bid security must be in an amount equal to **five percent (5%)** of the total amount of the bid as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The certified check or cashier's check or certified share draft may be cashed, or the bid bond forfeited, and the proceeds retained as liquidated damages if the bidder fails to execute a contract, provide the required bonds, or file an acceptable certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the City Council. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

The bid security shall be in company by a **Bidder Status Form and the Intent to Comply with Section 3 Requirements Form**. Clearly indicate the name of the contractor and the title "**Name of Contractor – Bidder Status Form and Intent to Comply with Section 3 Requirements Form**". The Bidder Status Form and Intent to Comply with Section 3 Requirements form shall be inserted into the Bid Security envelope. You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156 or the bid will be ineligible.

Proposal guaranties will be returned to the unsuccessful bidders promptly after the award has been made. In no case will the proposal guaranty be held longer than thirty (30) days without written permission of the bidder, except that the proposal guaranty of the bidder to whom the contract is awarded will be retained until he has entered into contract and filed an acceptable bond.

Time and Place Sealed Bids Will be Opened: Sealed Bids will be publicly opened and read aloud by the **City Clerk of Fort Dodge**, and bids tabulated at **2:00 p.m.** on **May 17th, 2021** in the **Council Chambers, Municipal Building, 8191st Avenue South, Fort Dodge, Iowa** for consideration by the **Fort Dodge City Council** at its meeting on **May 24th, 2021 at 6:00 p.m.** The City of Fort Dodge reserves the right to reject any and all bids, re-advertise for new bids, and to waive informalities that may be in the best interest of the City. Conditional bids will not be accepted.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement: A public hearing will be held by the **Fort Dodge City Council** on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at **6:00 p.m.** on **May 24th, 2021** in said **Council Chambers, Municipal Building, 8191st Avenue South, Fort Dodge, Iowa** and via live streaming video conference. Participation in this meeting will also be available on the City's Facebook Page, a link can be found at www.fortdodgeiowa.org. At said hearing, any interested person may appear and file objections thereto, or to the cost of said improvements. Proposals previously received by the Clerk will be considered by the Fort Dodge City Council at said time, and at that time, or at such time, date, and place as then may be fixed, the Fort Dodge City Council will act upon proposals and award a contract for the construction of the improvements. Bids will be received for a single lump sum contract, which shall include all divisions and all costs for the completed work. The successful lowest responsible bidder will execute contract documents as approved by the Fort Dodge City Council.

The successful bidder shall be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the contract price, said Bond to be issued by a responsible surety approved by Fort Dodge City Council, and shall guarantee the faithful performance and the prompt payment of all materials and labor, and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvements for the City for a period as required by the specifications, after its completion and acceptance by the City.

Time for Commencement and Completion of Work: Starting time for construction shall be as scheduled after the written Notice to Proceed is issued. The estimated starting date on site is June 1, 2021. Substantial completion of the project shall be no later than February 28, 2022.

Preference of Products and Labor: By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

Contract shall be subject to the requirements of the Clean Air Act, the Federal Water Pollution Control Act, and the regulations of the Environmental Protection Agency that are applicable.

General Nature of Public Improvement: All work and materials shall comply with the proposed drawings, specifications and proposed form of contract which together with the opinion of probable construction cost have heretofore been approved by the City Council now on file with the City Clerk of Fort Dodge, Iowa. Said documents are by reference made a part hereof, as though fully set out and incorporated herein.

This project is funded in part with Federal Community Development Block Grant (CDBG) funds and is therefore subject to certain labor standards and civil rights requirements included in the Contract Documents. Contractors performing work on the project shall comply with the requirements as enumerated in the applicable statutes.

Minimum wage rates to be paid laborers and mechanics have been determined by the Department of Labor and are listed in the Contract Documents. The Contractor(s) will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates.

This project shall meet the requirements of the Iowa Green Streets Criteria promoting public health, energy efficiency, water conservation, operational savings, and sustainable building practices.

Section 3 contracts shall include the following clause (referred to as the section 3 clause):

- 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.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, 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 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice 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.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 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 135.
- E. 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

*Jeff Nemmers,
City Clerk*

Published in the **Fort Dodge Messenger, City of Fort Dodge Website and I-SqFt**

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