

SEEDS CHILDCARE FACILITY

Sprouts Early Education and Development School
City of Fort Dodge
Fort Dodge, Iowa

SECTION 00 11 19 NOTICE OF PUBLIC LETTING

OWNER	Sprouts Early Education and Development School 407 Kenyon Road, Fort Dodge, Iowa 50501
PROJECT	2324 - Fort Dodge - Sprouts Early Education and Development School - SEEDS Childcare Facility
PROJECT LOCATION	407 Kenyon Road, Fort Dodge, Iowa 50501
BIDS DUE	10:00 a.m. on 3/19/2025
LOCATION OF BIDDING	Council Chambers of the City of Fort Dodge Municipal Building 819 1 st Avenue South, IA 50501.

You are hereby notified that the City of Fort Dodge will receive sealed Bids for the project: Seeds Childcare Facility – Sprouts Early Education and Development School. The general contractor shall act as the Prime Contractor for this Project.

Project Description:

The project consists of an addition to and the remodel of an existing building for use as a daycare center. The Work includes demolition, cast in place concrete and pavements, masonry, structural steel, wood framing, shop fabricated wood trusses, casework, metal roof panels, EPDM roofing, wood siding, wood doors, hollow metal frames, aluminum entrances, fiberglass windows, gypsum board assemblies, acoustic ceilings, wall base, LVT flooring, painting, fire protection sprinklers, mechanical systems, geothermal well field, plumbing systems, electrical systems, fire alarm, and sitework.

Project Schedule. Starting time for construction shall be as scheduled after the written Notice to Proceed is issued. The estimated starting date on site is 4/18/2025. Preparation and ordering of material shall occur prior to the start of construction. Substantial completion of the project shall be no later than 4/1/2026.

Clarifications / Substitutions: The bidder may seek clarification of the drawings and specifications from the architect until 12:00 Noon, 3/14/2025, 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 3/14/2025. It is the intention of this request that addendums after this date may not be necessary.

Prebid Conference: A Pre-bid Conference will be held at 10:00 a.m. on 3/6/2025 in the Council Chambers of the City of Fort Dodge Municipal Building, 819 1st Avenue South, IA 50501. Attendance is encouraged but not required.

Bid Documents:

Bidders may obtain as many as two sets of the Project Manual, including Specifications, plus two sets of Drawings, upon payment of \$100 per set deposit, which shall be refunded if plans and specifications are returned to the office of the architect in reusable condition no later than fourteen (14) days following award of project. Deposit checks shall be made payable to Allers Associates Architects, PC, located at Suite 320, Wells Fargo Center, 822 Central Ave., Fort Dodge, Iowa 50501. Bidders interested in being listed in the Architect's office 'PlanHolders List' published and maintained by the office of the Architect may contact the office at 515.573.2377.

The proposed Bid / Contract Documents may be examined at:
Allers Associates Architects, PC, 822 Central Avenue, Suite 320, Fort Dodge, IA 50501
Fort Dodge Growth Alliance Plan Center, 24 N 9th Street, Suite A, Fort Dodge, IA 50501

The proposed Bid / Contract Documents are available on the following online construction lead services:
i-SqFt: www.isqft.com
Dodge Data & Analytics: www.construction.com/dodge
CMD Group: www.cmdgroup.com

Bona fide bidders may secure copies of the proposed Contract Documents from the Architect after 3:00 p.m., 2/27/2025.

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, IA 50501.

Bid Procedure:

Separate envelope clearly marked with the name of the contractor and the title “**Bid Form – Seeds Childcare Facility**”.

The Owner will receive sealed Bids until the time specified above. **Bids received after that time will not be accepted.**

Bids will not be accepted at any other location. Bids shall be clearly marked. Bids shall be submitted on forms furnished in the project manual. No oral, telephonic, or facsimile (fax) bids will be accepted. Full responsibility for the delivery of 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.

Bids submitted to the Owner shall be for the entire amount of work indicated in the proposed Contract Documents. Subcontractors shall submit their bids to the prime Contractor who will be responsible for the entire Project. Bids from subcontractors and suppliers delivered directly to the Owner will not be considered.

Each proposal shall be accompanied by a bid bond, certified check, cashier's check or certified share draft in a separate sealed envelope, clearly marked “Bid Bond” or Bid Security”, in an amount equal to five percent (5%) of the total amount of the proposal. The certified or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America or the certified share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States and payable to the Sprouts Early Education and Development School. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the Sprouts Early Education and Development School insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa and must not contain any conditions either in the body or as an endorsement thereon. Such bid security will be returned to all except the three lowest bidders within three (3) days after the opening of bids and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or if no award has been made within thirty (30) days after date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Bid Security and other required bid submittals:

Separate envelope clearly marked with the name of the contractor and the title “**Bid Security, Bidder Status Form, Intent to Comply with Section 3 Requirements Form, Contractor Eligibility Form – Seeds Childcare Facility**”.

Insert the following items in the envelope:

- 1. Bid Security**
- 2. Bidder Status Form.** All bidders shall provide a statement regarding the bidder’s resident status. This statement shall be on the 'Bidder Status Form' designated by the Iowa Department of Labor Commissioner and available on-line. Failure to submit a fully completed 'Bidder Status Form' with the bid may result in the bid being deemed non-responsive and rejected.
- 3. Section 3 - Contractor Intent to Comply with Section 3 Requirements Form.**
- 4. Contractor Eligibility Form.**

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.

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 the 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 Fort Dodge City Council 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 Fort Dodge City Council for a period as required by the specifications, after its completion and acceptance by the Fort Dodge City Council.

Conditional bids will not be accepted. The right is reserved, as the interest of the Owner may require, to reject any and all bids, to waive any informality in bids received, as allowed by law.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and/or produced within the State of Iowa, and preference will be given to Iowa domestic labor as provided in the Code of Iowa.

Payment. The Contractor will be paid each month ninety-five percent (95%) of the value of work completed or stored on the project site. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Upon substantial completion of the work and its acceptance by the City of Fort Dodge, the Contractor will be paid an amount, which, together with previous payments, will equal ninety five percent (95%) of the contract price of the contract. Final payment of the remaining amount due will be made not less than thirty-one (31) days after substantial completion and acceptance by resolution of the City of Fort Dodge of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

No such final payment will be due until the Contractor certifies to the Owner's Committee/Board Name of the Sprouts Early Education and Development School that the materials, labor, and services involved in the final estimate have been completed and paid for in accordance with the requirements stated in the specifications.

Section 3 Language for Procurement Documents and Contracts

- 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 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.
- 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.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- 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.
- F. 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.
- 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.
- 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.
- 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.

- 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.
- 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.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Davis-Bacon and Related Acts: This project requires federal prevailing wage rates. All provisions relative to those acts must be met. A wage determination is included in the project manual.

Build America, Buy America (BABA): 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. 117-58. 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.

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.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.

Contractor shall designate the responsible parties for determining the final classifications for all project items.

*Dawn Siebken,
City Clerk*

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