

NOTICE TO BIDDERS
PROPOSED WASTEWATER IMPROVEMENTS - LAGOON AERATION &
SUBMERGED ATTACHED GROWTH REACTORS - DANVILLE, IOWA - 2024
CDBG No. 24-WS-021 - SRF No. CS1921121 01 - PROJECT No. 22-112

General Nature of Public Improvement

Proposed Wastewater Improvements - Lagoon Aeration & Submerged Attached Growth Reactors - Danville, Iowa - 2024

The wastewater treatment plant improvements include the removal of sludge in the lagoons, demolition of an existing lagoon cell, constructing four submerged attached growth reactors (SAGRs), lift station replacement, the addition of lagoon aeration, and electrical and controls upgrades.

Time and Place for Filing Sealed Bids Sealed bids for the work comprising each improvement as stated above must be filed before 2:00 P.M. on January 16, 2025, in the office of the City Clerk at the City Hall, 105 West Shepherd Street, Danville, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Bids Will Be Opened and Considered. Sealed bids will be opened and tabulated beginning at 2:00 P.M. on January 16, 2025, in the Council Chambers at the City Hall, 105 West Shepherd Street, Danville, Iowa. The bids will be considered by the City Council during their meeting beginning at 5:00 P.M. on January 20, 2025.

Time for Commencement and Completion of Work. The work under the proposed Contract shall commence upon issuance of the written Notice to Proceed. The Notice to Proceed is anticipated to be issued on or about March 1, 2025. The proposed wastewater improvements listed shall be fully completed on or before May 22, 2026. The bidder agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the specified completion date that the project is not fully completed.

Bid Security. Each bidder shall accompany its bid with bid security as defined in Section 26.8 of the Code of Iowa. Bid security shall be 10% of the bid amount.

Contract Documents. Drawings and specifications governing the construction of the proposed improvements have been prepared by French-Reneker-Associates, Inc., Engineers and Surveyors, Fairfield, Iowa. The contract documents may be examined at the office of the City Clerk. Electronic Contract Documents may be downloaded at www.french-reneker.com or at www.questcdn.com under login using QuestCDN #9466678 at no charge. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration and downloading this digital project information. Paper Contract Documents may be obtained from French-Reneker-Associates, Inc., at 1501 South Main, P.O. Box 135, Fairfield, Iowa 52556. A deposit of \$50 shall be required for each set, refundable if returned in a reusable condition within 14 days after award of the Contract.

Preference for Iowa 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.

Sales Tax. Iowa sales tax will not be paid on materials purchased for this project. The City will issue a sales tax exemption certificate.

State Revolving Fund Requirements.

- A. Equal Employment Opportunity – Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this

order are explained in the specifications. By submission of its bid, each bidder acknowledges he understands and agrees to be bound by equal opportunity requirements of EPA regulations (40 CFR Part B, particularly Section 8.4 (b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In the implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the Contract and that it must require contractually the same effort of all subcontractors whose contracts exceed \$10,000. The bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain that amount of minority employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

- B. Targeted Small Business - The low bidder will be required to complete and furnish documentation of their efforts to utilize WBE/MBE/SBRA businesses at the time of the bid opening. Forms which may be used for this documentation are included in the bid documents.
- C. Suspended/Debarred Contractors - Any bidder or equipment supplier whose firm or affiliate is listed in the General Services Administrative (GSA) monthly publication entitled "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31. A Contractor's Suspension/Debarment Certification will be contained in the specifications; however, this certification should not preclude any interested party from ascertaining whether the certifying firm or person is actually on the GSA "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs."

CDBG Requirements. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, Community Development Block Grant, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 V.

BABA Requirements. 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. The Contractor shall include the Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. The Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. For any change orders, the Contractor shall provide BABA documentation for any new products or materials required by the change. The Contractor shall designate the responsible parties for determining the final classifications for all project items.

Section 3 Requirements

- 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 the 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;

