

ADVERTISEMENT FOR BIDS  
NOTICE OF PUBLIC HEARING  
WHEATLAND POLISHING REACTOR  
CITY OF WHEATLAND  
CLINTON COUNTY, IA

NOTICE IS HEREBY GIVEN: Sealed proposals will be received at Wheatland City Hall, located at 205 East Jefferson Street, P.O. Box 456, Wheatland, IA 52777, until 2:00 p.m. on November 9, 2022 for the Wheatland Polishing Reactor project.

All bids will be publicly opened and read aloud at Wheatland City Hall, located at 205 East Jefferson Street, Wheatland, IA 52777 at 2:00 p.m. on November 9, 2022 for the Wheatland Polishing Reactor project.

NOTICE IS HEREBY GIVEN: The City Council of the CITY OF WHEATLAND will conduct a public hearing on the plans, specifications, form of contract, and estimate of cost for the construction of the improvements at the regularly scheduled Council Meeting at Wheatland City Hall located at 205 East Jefferson Street, Wheatland, IA 52777 at 6:30 p.m. on November 14, 2022. Any interested person may appear and file objections to the proposed plans, specifications or contract. After hearing objections, the CITY OF WHEATLAND, shall by resolution, enter its decision on the plans, specifications and contract.

NOTICE IS HEREBY GIVEN: On November 14, 2022 at 6:30 p.m. at Wheatland City Hall located at 205 East Jefferson Street, Wheatland, IA 52777, the City Council of the CITY OF WHEATLAND shall consider the construction bids received and wither award a contract, reject all bids, or adjourn action thereon to a subsequent meeting of the City Council.

The work for which bids are asked generally includes the following: Installation of a Lemna Polishing Reactor, consisting of buried concrete structure, connecting piping, attached growth media modules, floating covers, submerged aeration diffusers, dedicated blowers, aeration piping, controls, associated electrical and site work. Modifications to the existing covered aerated lagoon consist of replacing all diffuser membranes on the submerged aeration units. Modifications to the existing headworks building consist of installation of a flow-paced chemical feed system, unit heater, associated conduit, electrical and controls. The location of the improvements are within the existing Wheatland Wastewater Treatment Facility (2421 S. 130<sup>th</sup> Avenue).

The work under the contract shall commence within ten (10) days after the date set forth in the written Notice to Proceed. All work under the contract shall be substantially completed by November 1, 2023 and ready for final payment by December 1, 2023.

The BIDDING DOCUMENTS may be examined at the offices of MSA Professional Services, Inc., 400 Ice Harbor Drive, Suite 110, Dubuque, IA 52001 and Wheatland City Hall, 205 East Jefferson Street, Wheatland, IA 52777. A plan holders list will be updated interactively on our web address at <http://www.msa-ps.com> under Bids.

Effective July 1, 2010, per Senate File 2389 Iowa Code Chapter 26.3, paper copies of the BIDDING DOCUMENTS may be obtained at the office of MSA Professional Services, Inc., 400 Ice Harbor Drive, Suite 110, Dubuque, IA 52001 upon receipt of a refundable deposit of \$75.00 for half size (11" x 17") sets of plans. Any plan holder upon returning the BIDDING DOCUMENTS within 14 days after award of the project and in good condition will be refunded their deposit. Mailing costs for paper copies will be paid for by the Requestor.

Additionally, copies of the BIDDING DOCUMENTS are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents at No Charge by inputting Quest eBidDoc #8317850 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with the digital project information.

Each BIDDER shall accompany its bid with a bid security as security that the successful BIDDER will enter into a contract for the work bid upon and will furnish after the award of CONTRACT a corporate surety bond, acceptable to the OWNER, for the faithful performance of the CONTRACT, in an amount equal to 100 percent of the amount of the CONTRACT. The bid security shall be in the amount of 5% and shall be 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 Bid Bond. The Bid Bond shall contain no exceptions.

By virtue of statutory authority, a 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.

OWNER is designated a Tax Exempt Entity. As such, CONTRACTOR, and any subcontractors, under this contract, shall be provided a Tax Exempt Certificate and authorization letter from the OWNER. Tax Exempt certificate and authorization letter shall be used by CONTRACTOR to secure building materials or equipment intended for completion of this project without payment of sales tax. CONTRACTOR is not mandated to complete Iowa Department of Revenue Form 35002 – Iowa Contractor's Statement upon execution of agreement. CONTRACTOR agrees to this method of sales tax exemption and it shall not be modified during the course of construction.

BIDDER shall satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and review of the contract documents; including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or nature of the WORK to be done.

The successful BIDDER shall be required to furnish a performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, within ten (10) calendar days of the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND shall become property of the OWNER.

BIDDERS must indicate on the BID form the proposed equipment and subcontractors who will be performing the major portions of the work.

No BID submitted by any BIDDER which contains a condition or qualification shall be recognized or accepted by the OWNER and any letter or communication accompanying the BID which contains a condition or qualification upon the BID which has the effect of qualifying or modifying any provision of the contract documents in any manner will not be construed as a qualifying BID and will be rejected by the OWNER as non responsive.

Any bidder or equipment supplier who firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication 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 person is actually on the "List of Parties Excluded from Federal Procurement and Non-procurement Programs."

Any contract or contracts awarded under this Advertisement for Bids are expected to be funded in part by a loan from the Iowa State Revolving Fund (SRF), Water Treatment Financial Assistance Program (WTFAP), and a Community Development Block Grant (CDBG) from the Iowa Economic Development Association (IEDA.) The procurement will be subject to the Davis Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014.

By the submission of its bid, each bidder acknowledges that he understands and agrees to be bound by the 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 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 subcontracts 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.

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.

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.

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.

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.

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.

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.

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).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

51% owned by Section 3 residents\*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*  
Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

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

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof

OWNER reserves the right to waive any informalities or to reject any or all bids.

Published by the authority of the City of Wheatland.

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