

SECTION 001113 - NOTICE TO BIDDERS FOR THE NEICAC – HVAC Upgrades. hereafter referred to as the Owner.

Notice is hereby given that the Owner, 305 Montgomery Street, Decorah, Iowa 52101-0487 invites contractors to submit bids for this project and that a public hearing will be held on the on the project.

Project Description: Replacement of existing air conditioning systems with new mini split heat pump heating and cooling system at both the Washington court and Woolen Mill properties. Project also includes minor electrical work, and minor patching and repair of interior gyp. Board finishes at locations where the replacement of systems requires patching.

Bid Type:

One lump sum contract will be awarded at the appointed time and place.

Pre-Bid Conference: There will be no pre-bid conference.

Project Access: The buildings will be available for viewing by making arrangements with Julie Buddenberg at (563)-387-4917 or jbuddenberg@neicac.org to schedule site visits.

Documents: Plans and specifications governing construction of the proposed project have been prepared by Martin Gardner Architecture PC., Marion, Iowa as Architect. All materials and procedures shall be in strict accordance with said plans and specifications referred to and defining said proposed improvements and are hereby made a part of this Advertisement and of the proposed contract by reference, and that the contract shall be executed in compliance therewith.

Document Availability: Plans and specifications and proposed contract documents may be examined at the offices of the Architect, and other locations as outlined in the Construction Documents. Copies of the plans and specifications, form of contract and bid form may be obtained from Rapids Reproductions, 6015 Huntington Court NE, Cedar Rapids, IA 52402, (319) 364-2473. You may also access and request plans by visiting their online Plan Room on their website at www.RapidsRepro.com. Rapids Reproductions will issue plans to all Contractors. A maximum of two sets of Construction Documents will be provided to each General Contractor upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. All other Subcontractors and Suppliers may obtain one set of Construction Documents upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. A link to the drawings and specifications are also available at the architect's website www.MartinGardnerArch.com. Plans and specifications to be viewed are in Adobe .pdf format and may be downloaded and printed. Be aware that no warranty as to the compatibility of your computer software or hardware with the files provided is made. Variations between the printed files provided above by the Architect and these electronic files may exist. In the event that a conflict does exist, the printed documents issued by the Architect will take precedence over the downloaded files.

Bid Forms: All bids shall be on the forms provided in the specifications for project. The provided forms of proposal shall be submitted at the time required for bids.

Bid Security: Each bid shall be accompanied by a bid bond, certified check, cashier's check or credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the bid. If bid bond is submitted, it must be on an approved AIA bid bond form. The certified check 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; certified share draft shall be drawn on a credit union chartered under the

laws of the United States. Bid security should be made payable to the Owner as security that if awarded a contract the bidder will enter into a contract at the prices bid and furnish the required Contractor's Bonds, Certificate of Insurance, and other materials as may be required in the contract documents. The certified check, 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 and file acceptable Certificate of Insurance within ten (10) days after the acceptance of the proposal by the Owner. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Project Bonding: The successful bidder shall be required to furnish a Contractor's Performance and Labor and Material Payment Bond on an approved AIA form in an amount equal to one hundred percent (100%) of the contract price. The bonds are to be issued by responsible surety, approved by the Owner, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for and of all materials and protect and save harmless the Owner from all claims and damages of any kind caused by the operation of the Contractor, and shall guarantee the work contracted for a period of one (1) year from the date of final acceptance of the improvements by the Owner.

Sales Tax: This is NOT a sales-tax exempt project. Contractor to include sale tax in project cost.

Bid Filing: All bids must be filed in the conference room at the office of Northeast Iowa Community Action Office so that they are properly time stamped and received, located at 305 Montgomery Street, Decorah, Iowa, on or before 3:30 pm local time, September 15, 2025. Bids received after this time will not be accepted.

Bid Opening: Bids will be opened and publicly read aloud immediately after specified closing time

Award of Contract: Notice is hereby given that the Owner will meet at the Fayette County Courthouse located at 114 N Vine Street, West Union, Iowa on September 22, 2025 @ 6:00 pm at which time and place the Owner will consider bids for said construction. EECBG will then review and approve award of contract.

Progress Payments: Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-seven percent (97%) of the contract value of the work completed during the preceding calendar month. Such payments will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final Payment: Final payment to Contractor will be made no earlier than forty-five (45) days from and after final acceptance of work by the Owner, subject to the contract conditions and in accordance with the provisions of Iowa Code chapters 26 and 573.

Source of Funding: Payment of the cost of said project will be made in cash and used for said purposes. The Owner has received an Energy Efficiency and Conservation Block Grant (EECBG) that will be used for partial funding of the project.

Prevailing Wages: This project requires federal prevailing wage rates. Davis-Bacon wage rates are to be used on this project. Current wage rates and fringes can be found at "sam.gov". Submission of a bid is surety by the contractors that the most current Davis-Bacon wage determinations have been calculated for all wages and fringes. If a contractor uses wages and fringes lower than the posted amounts, it will be the contractor's responsibility to compensate laborers up to the appropriate amounts without additional compensation by the Owner.

Project Construction Schedule: The work under the contract shall commence on or before the date specified in the written 'Notice to Proceed' or in lieu of the notice to proceed, the execution of the contract for construction, and shall be Substantially Completed on or before May 1, 2026, and fully completed and ready for acceptance no later than June 1, 2026

Iowa Preference: By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of Iowa and to Iowa domestic labor.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities and to accept the lowest responsive and responsible bid.

Published upon order of the Northeast Iowa Community Action Corporation

Owner: NEICAC

By: Trisha Wilkins, Chief Executive Officer

Date: 8/29/2025