

**ADVERTISEMENT FOR BIDS  
OELWEIN 2023 PLAZA PARK IMPROVEMENTS  
OELWEIN, IOWA**

**General Notice**

The City of Oelwein (Owner) is requesting Bids for the construction of the following Project:

**OELWEIN 2023 PLAZA PARK IMPROVEMENTS  
OELWEIN, IOWA**

Sealed bids for the construction of the Project will be received by the City Clerk of the City of Oelwein, Iowa, at the City Clerk's Office located at 20 2<sup>nd</sup> Ave SW, Oelwein, IA 50662, until **Friday, March 24, 2023, at 3:00 PM** local time. At that time, the Bids received will be publicly opened and read.

The extent of work involved includes furnishing labor, equipment, and new materials for construction of the Improvements. The Project includes the following Work:

This project consists of park improvements including concrete pedestrian walkways and curb lines, utility improvements, a container building for restrooms and another container building for concessions/storage, a play area with tumble mounds and synthetic turf, a cantilevered shade canopy, festoon lighting, and landscape improvements.

The method of construction shall be by contract in accordance with the Bidding Requirements and Contract Documents for said improvements approved by the City of Oelwein.

Bids are requested for the following Contract: Oelwein 2023 Plaza Park Improvements

Each bid shall be made out on the form furnished by the City of Oelwein and shall be submitted in a sealed envelope marked, Oelwein 2023 Plaza Park Improvements, Oelwein, Iowa.

Each bid must be accompanied by a bid security in a separate sealed envelope consisting of either: (1) by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States; or (2) a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the bid, drawn on a credit union in Iowa or chartered under the laws of the United States.

The bid security shall be made payable to the City of Oelwein.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited by the City of Oelwein as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the Board ensuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the contract documents.

**Each bid must be accompanied by CDBG Intent to comply with Section 3 Requirements.**

At a minimum, the awarded contractor will be required to submit each employee's self-certified income (for those working on the project) to the CDBG administrator to meet Section 3 requirements.

The Owner reserves the right to reject any or all bids and to waive informalities. The Owner reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days from the date of receipt of bids.

Bidders shall not be permitted to withdraw their bids for a period of forty-five (45) days after the same are opened.

The successful bidder will be required to furnish a 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 Owner and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of two (2) years after completion and acceptance by the Owner.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of Oelwein, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans. Monthly estimates will be made by the Engineer and payment will be made to the Contractor in the amount of ninety-five percent (95%) of said estimate on or about 30<sup>th</sup> day of each month provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. Final payment will be made not sooner than thirty (30) days following final acceptance of the work by the City of Oelwein.

Bidding Requirements and Contract Documents governing the construction of the proposed improvements have been prepared by Confluence, Inc., Cedar Rapids, Iowa which documents and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

#### **Laws and Regulations**

The City of Oelwein, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, U.S.C. 2000d 4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Nondiscrimination In Employment: 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 virtue of statutory authority, preference will be given to products of, provisions grown, and coal produced within the State of Iowa and to Iowa Domestic Labor.

Iowa law provides that on public improvements a resident bidder shall be allowed preference as against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference so allowed shall be equivalent to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List System web site at <http://www.epls.gov/> will be prohibited from the bidding process. Anyone submitting a bid who is listed on this web site will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

#### **Project Funding**

Funding of this project will utilize CDBG, which involves certain goals regarding awarding of sub-agreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at [http://www.iowadot.gov/contracts/contracts\\_eeoaa.htm](http://www.iowadot.gov/contracts/contracts_eeoaa.htm).

This Project is subject to Federal Labor Standards Provisions, including Davis-Bacon prevailing wage rates requirements. This project requires federal prevailing wage rates.

#### **Contract Times**

The work under the proposed contract shall commence within ten (10) days of the written "Notice to Proceed". The "Notice to Proceed" is anticipated to be issued within seven (7) days of the Effective Date of the Agreement, and Contract Times for the Work will commence no later than November 01, 2022. The work shall be substantially completed by **May 15, 2023** and ready for final completion on or before **May 30, 2023**, subject to any changes by the Owner.

#### **Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website: <https://www.rapidsreproplanroom.com/>

Prospective bidders may download the digital plan documents at no cost but must input the Rapids project reference number 17523 on the website's project search page. Please contact Rapids Reprographics at 1-800-383-1223 for assistance in free membership registration, downloading, printing, and working with this digital project information. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:  
Confluence, Inc.  
900 2<sup>nd</sup> Street SE, Suite 104  
Cedar Rapids, IA 52401

Prospective Bidders may examine the Bidding Documents now on file in the office of the City Clerk, City Hall, Oelwein, Iowa, and may obtain paper copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a deposit of \$50.00 for each set. Bidders who return full sets of the Bidding Documents in good condition within 14 days after Award of Contract will receive a full refund. If all documents are not returned in a reusable condition and within 14 days, the deposit shall be forfeited.

**Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

**Section 3 language for procurement documents**

- 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>