

SECTION 00 11 13

ADVERTISEMENT TO BID

CITY OF OELWEIN  
OELWEIN, IOWA  
OELWEIN NE SANITARY SEWER IMPROVEMENTS  
CONTRACT 2-2023

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

Oelwein NE Sanitary Sewer Improvements  
Contract 2-2023

Bids for the construction of the Project will be received at the Office of the City Clerk located at Oelwein City Hall, 20 Second Avenue Southwest, Oelwein, IA 50662, until Tuesday, May 2, 2023, at 11 A.M., local time. At that time the Bids received will be opened and read aloud publicly.

The Project generally consists of repair, replacement, and rehabilitation of segments of the existing sanitary sewer collection system. The Project includes the following approximate quantities of work:

2,021 linear feet (LF) of 8-inch (IN) to 15-IN sanitary sewer gravity main removal and replacement; 100 LF of trenchless 15-IN sanitary sewer gravity main in steel casing; 371 LF of sanitary sewer cured-in-place pipe (CIPP) (10-IN); 10 sanitary manhole (MH) structures; 5,700 square yards (SY) of street, sidewalk, and driveway pavement removal; 1,231 cubic yards (CY) of roadway excavation; 758 SY of 7-IN Portland cement concrete (PCC) pavement; 5,141 SY 6-IN hot mix asphalt (HMA) pavement and 6-IN granular subbase. Project will be stabilized with seeding and mulching.

The Work will be substantially complete on or before August 1, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2024.

Complete digital Project Bidding Documents are available at [www.strand.com](http://www.strand.com) or at [www.questcdn.com](http://www.questcdn.com) at no cost. Download the digital Bidding Documents by inputting Quest project number 8459302 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 with free membership registration, downloading, and working with this digital Project information.

Paper copies may be obtained from the Issuing Office which is FOX Strand, 414 South 17th Street, Suite 107, Ames, IA 50010. A refundable fee of \$50 will be required (shipping and handling fees included). Overnight mailing of Bidding Documents will not be provided. The fee will be refunded if Bidding Documents are returned within 14 days after the Award of Contract.

All Bidders submitting a sealed Bid shall obtain the Bidding Documents from QuestCDN.com or from FOX Strand.

Bidders who submit a Bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive.

The Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of the Bidder's maximum Bid price.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. In accordance with Iowa Statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to, any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

The City of Oelwein reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 60 days after the time set for receiving Bids. The Contract Times will commence to run within 30 days after the Effective Date of the Contract or at the end of the bid acceptance period, whichever is earlier.

Contract award shall be made based on the lowest responsive and responsible Bidder.

### Project Funding

Any Contract or Contracts to be awarded are expected to be funded in part by the Community Development Block Grant (CDBG), American Rescue Act funding, sewer revenue bonds or general obligation bonds. This Project is subject to Federal Labor Standards Provisions, including Davis-Bacon prevailing wage rates. This Project requires federal prevailing wage rates.

### 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/v> 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.

Bidder shall submit "Section 3–Contractor Intent to Comply" if awarded a contract.

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 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 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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:

1. 51% owned by Section 3 residents\*
2. Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*
3. 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 through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>.

The FOX Strand project manager is John M. Gade, P.E., and can be contacted at FOX Strand, 414 South 17th Street, Suite 107, Ames, IA 50010, regarding the Project.

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.

Published by the authority of the City of Oelwein  
Dylan Mulfinger, City Administrator

Dated at City of Oelwein, Iowa  
April 18, 2023

END OF SECTION