

NOTICE TO BIDDERS

PROJECT:

2018 CSO SEPARATION PROJECT, WAPELLO, IA

BID DATE:

Bids are due at **4:30 PM, THURSDAY, June 20, 2019**

Bids will be opened at **4:30 PM, THURSDAY, June 20, 2019**

Hearing will be held at **7:00 PM, THURSDAY, June 20, 2019** Council may consider award thereafter.

FILE BIDS:

Attn: Wapello City Clerk

Wapello City Hall, 335 N Main Street, Wapello, IA 52653

Attn: **2018 CSO SEPARATION PROJECT**.

Phone # 319-523-4091

DESCRIPTION OF WORK:

The project shall consist of providing all materials, equipment and labor necessary to install the work as defined as follows:

Approximately 2406 LF of RCP storm sewer (12-15 inch diameter), 25 EACH Storm Sewer Structures (Intakes and Manholes), 658 LF of standard PCC curb, pavement patching, erosion control, seeding, surface restoration, and other appurtenances and miscellaneous incidental work.

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 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 encourage 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 through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

ESTIMATED CONSTRUCTION COST:

Estimated Construction Cost \$554,180.00

SALES TAX EXEMPTION:

The Bidder is eligible to receive an exemption from the State of Iowa Sales Tax. The City expects the Contractor to obtain the Sales Tax Exemption from the City. State of Iowa Sales Tax shall NOT be included in the bid.

BID GUARANTY:

Bid Bond, Cashiers or Certified Check or Credit Union Certified Share Draft, in the amount of 10% of the bid.

COMPLETION DATE:

Work shall commence within ten (10) calendar days after receipt of the written "Notice to Proceed".

All work shall be completed as follows:

Milestone 1: **All underground work and pavement replacement – November 15, 2019**

Milestone 2: **Final Completion – June 1, 2020** subject to any time extension that may be granted by the Council.

PERFORMANCE/PAYMENT /MAINTENANCE BOND:

One hundred percent (100%) of the bid, with a maintenance period of **two (2)** years from the time of final project acceptance by the Owner.

PAYMENTS:

Monthly estimates equivalent to ninety-five percent (95%) of the Contract value of the work completed during the preceding calendar month with 5% retainage. Remaining retainage, if any, will be paid within 30 days after final acceptance by the City.

PLAN COST:

\$20.00 per set, refundable, if returned within 14 days after the bid date, in re-useable condition no markings.

Make checks payable to "Hart-Frederick Consultants, P.C." Mail checks to the mailing address.

Mailing Address: Hart-Frederick Consultants P.C., P.O. Box 560, Tiffin, IA 52340-0560

Physical Location: 510 State St.; Tiffin, IA 52340; Phone #: (319) 545-7215; Fax #: (319) 545-7220

For Current Project information and status, please visit: www.hart-frederick.com;

Click on "Projects," and then click on "Notice to Bidders."

PROJECT ENGINEER:

BENJAMIN A. CARHOFF, P.E.; Hart-Frederick Consultants P.C.

Contact information: Phone # (319) 545-7215, Fax # (319) 545-7220

Published upon order of City of Wapello, IA

By: ss\ Shawn Maine, Mayor Attest: ss\ Mike Delzell, City Clerk