

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF MIDDLE CEDAR WMA FLOOD MITIGATION STRUCTURES - BID PACKAGE NO. 3B, FOR BENTON COUNTY, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS.

Sealed proposals, subject to the conditions contained herein, will be received by Adam Rodenberg, Middle Cedar Watershed Coordinator, at the East Central Iowa Council of Governments Office at 700 16<sup>th</sup> Street NE, Suite #301, Cedar Rapids, Iowa, 52402, until 10:30 a.m. on the 24<sup>th</sup> day of January 2020, for:

Construction of Middle Cedar WMA Bid Package No. 3B – Flood Mitigation Structures, as hereinafter described in general and as described in detail in the plans and specifications now on file in Middle Cedar Watershed Project Coordinator’s Office, Cedar Rapids, Iowa.

Sealed proposals will be opened, read aloud, and tabulated at 10:30 a.m. on the 24<sup>th</sup> day of January 2020, in the East Central Iowa Council of Governments Office by the Watershed Coordinator or designee, and referred to the Benton County Board of Supervisors for consideration at the regular board meeting at 9:00 a.m. on the 28<sup>th</sup> day of January 2020. Bids will be acted upon at such time or at such later time as may then be fixed. Prior thereto, at said time specified above at the Board Chambers in the Board of Supervisors Office, 111 East 4<sup>th</sup> Street, Vinton, IA 52349, a hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements, and at said hearing any interested person may appear and file objections thereto.

The owner intends to award two individual contracts as part of this bid package. The breakdown of each bid schedule as related to individual contract, is as described within, and as listed in the separate proposal forms. Perspective contractors may submit bids on any one or any number or combination of schedules. Bids for each schedule shall be submitted in a separate sealed envelope and accompanied by a separate bid security and separate bidder’s status form as described within. The opening of bids will be conducted in sequential numerical order. Contractors shall not be allowed to withdraw individual schedules after the beginning of the opening.

The extent of the work involved is the furnishing of labor and new materials for the construction of Middle Cedar WMA Flood Mitigation Structures - Bid Package No. 3B. The bid package consists of two separate schedules corresponding to the two individual contracts intended to be awarded. Each schedule consists of one or more projects located at different locations within either Tama or Benton Counties. The scope of the individual projects generally consists of constructing conservation practices including ponds and wetlands.

The project schedules are as follows:

<u>Project</u>	<u>Location</u>
<u>SCHEDULE 1:</u>	
Wolfgram Site	Tama County, IA
<u>SCHEDULE 2:</u>	
Harrison Site	Benton County, IA
Thede Site	Tama County, IA

The Proposal shall be made out on the form furnished by Benton County and obtained from WHKS & Co., Engineers, Planners, and Surveyors, and must be accompanied in a sealed envelope by either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 5% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 5% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of bid amount.

The bid security shall be made payable to the Treasurer of Benton County Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the Owner as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the Owner insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. The Owner will accept bid bond forms that meet the Requirements of Iowa Code, Section 26.8.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

**Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.**

The right is reserved, as the interest of the Owner may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The Contractor shall commence work after the Notice to Proceed is issued and shall be completed with all work as follows:

SCHEDULES 1 and 2 – Completed on or before December 15<sup>th</sup>, 2020.

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the Owner.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment will be due until the Contractor has certified to the County that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent 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 one (1) year(s) after completion and acceptance by the Owner.

This project is funded in part with Federal funds and is therefore subject to certain labor standards and civil rights requirements included in the Contract Documents. Contractors performing work on the project shall comply with the requirements as enumerated in the applicable statutes.

Minimum wage rates to be paid laborers and mechanics have been determined by the Department of Labor and are listed in the Contract Documents. The Contractor(s) will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates.

The successful bidder(s) will be required to submit a certification of Non-segregated Facilities and of compliance with Section 3 of the Housing and Urban Development Act of 1968, as Amended. The successful bidder(s) shall also notify prospective subcontractors of the requirements for such certification.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the Middle Cedar Watershed Coordinator, and at the offices of WHKS & Co., and may be examined by the bidders.

Plans and specifications are available to download free of charge at [www.questcdn.com](http://www.questcdn.com), please use **eBidDoc: 6647510**. Plans and specifications for private use may be obtained from WHKS & Co., Engineers, Planners, and Surveyors, 1412 6<sup>th</sup> Street SW, P.O. Box 1467, Mason City, Iowa, 50402 for a refundable deposit of \$250.00. If the plans and specifications are not returned to WHKS & Co. within fourteen (14) days after the award of the project and in reusable condition, the deposit shall be forfeited.

Published upon order of the Board of Supervisors of Benton County, Iowa.

BENTON COUNTY, IOWA

Attest: \_\_\_\_\_ /s/  
County Supervisor

### Section 3 language for procurement documents

*(This language is to be included in all procurement documents/solicitations)*

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:

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>