

**NOTICE TO BIDDERS**  
**PROPOSED WATERSHED IMPROVEMENTS - ENGLISH RIVER**  
**WATERSHED - BID PACKAGE #4- CDBG #13-NDRI-006 -**  
**KALONA, IOWA - 2021**  
**Project No. 18-003**

General Nature of Public Improvement

Proposed Watershed Improvements - English River Watershed - Bid Package #4 - CDBG #13-NDRI-006 - Kalona, Iowa - 2021

The project consists of two Divisions of work. Contractors may bid on one or two Divisions. A separate contract will be awarded for each Division. Bids which tie the Divisions together (contingent on receiving two divisions of work) shall not be allowed.

The project consists of the following items and approximate quantities: **Division 8** - site preparation; 28,663 C.Y. of earthfill; 19 - tile intakes; 5,642 L.F. of tile; aluminum drop structure; 1,720 L.F. of grassed waterway; fertilizing, seeding, and mulching; and miscellaneous appurtenant work usually associated with a watershed improvement project. **Division 9** - site preparation; 52,776 C.Y. of earthfill; 50 - tile intakes; 17,726 L.F. of tile; 778 L.F. of farm field fence, woven wire; aluminum drop structure; fertilizing, seeding, and mulching; and miscellaneous appurtenant work usually associated with a watershed improvement project.

Time and Place for Filing Sealed Bids. Sealed bids for the work comprising each improvement as stated above must be filed before 9:00 A.M. on July 14, 2021, in the office of the City Clerk at the City Hall, 511 C Avenue, Kalona, Iowa.

Time and Place Sealed Bids Will Be Opened and Considered. Sealed bids will be opened and tabulated at 9:05 A.M., July 14, 2021. The bids will be considered by the City Council during their meeting beginning at 7:00 P.M. on July 19, 2021, in the Council Chambers at the City Hall, 511 C Avenue, Kalona, Iowa.

Time for Commencement and Completion of Work. The work under the proposed Contract shall commence upon issuance of the written Notice to Proceed. The proposed watershed improvements listed shall be fully completed on or before May 13, 2022. The Bidder agrees to pay as liquidated damages the sum of \$1000 for each consecutive calendar day after the specified completion date that the project is not fully completed.

Bid Security. Each bidder shall accompany its bid with bid security as defined in Section 26.8 of the Code of Iowa. Bid security shall be 5% of the bid amount.

Contract Documents. Drawings and specifications governing the construction of the proposed improvements have been prepared by French-Reneker-Associates, Inc., Engineers and Surveyors, Fairfield, Iowa. The contract documents may be examined at the office of the City Clerk. Electronic Contract Documents may be downloaded at [www.french-reneker.com](http://www.french-reneker.com) or at [www.questcdn.com](http://www.questcdn.com) under login using QuestCDN #7906236 at no charge. Contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration and downloading this digital project information. Paper Contract Documents may be obtained from French-Reneker-Associates, Inc., at 1501 South Main, P.O. Box 135, Fairfield, Iowa 52556. A deposit of \$50 shall be required for each set, refundable if returned in a reusable condition within 14 days after award of the contract.

**Publish 13-45 days prior to Bid date.**

Sales Tax. Iowa sales tax will not be paid on materials purchased for this project. The City will issue a sales tax exemption certificate.

CDBG Requirements. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, Community Development Block Grant, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 V.

Procurement of Recovered Materials. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Prevailing Wages and EEO Requirements. Bidders are advised that all wages are subject to the minimum wages as set forth in a Federal Wage Determination for this project. Bidders are also advised work under this Contract will be required to comply with Labor Standards Contract Provisions and Presidential Executive Order No. 11246.

#### HUD 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 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>

Published upon order of the Contracting Authority.

City of Kalona, Iowa

By: Mark Robe  
Mayor