

**NOTICE TO BIDDERS
AND
NOTICE OF PUBLIC HEARING
FOR
WN BID PACKAGE NO. 5
NISHNABOTNA WATERSHED
CDBG PROJECT NO. 13-NDRI-008
FOR
MILLS COUNTY, IOWA
JEO PROJECT NO. 183000.03**

Sealed bids for the work comprising each improvement as stated below must be filed before 11:00 AM on February 10, 2022, in the office of the Board of Supervisors, County Courthouse, 418 Sharp St, Glenwood, IA 51534. All bids received after the deadline for submission of bids shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at 11:00 AM on February 10, 2022, in the Board Chambers, County Courthouse, 418 Sharp St, Glenwood, IA 51534, for consideration by the Board of Supervisors at its meeting on February 15, 2022. Mills County, Iowa, reserves the right to reject any and all bids and to waive informalities.

A public hearing will be held by Mills County, Iowa, on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at the beginning of the normally scheduled Board of Supervisors meeting on February 15, 2022, in the Board Chambers at the County Courthouse, 418 Sharp St, Glenwood, IA 51534, for the WN Bid Package No. 5, Nishnabotna Watershed project.

The general nature of the public improvement is: replacement of existing grade stabilizing storm culvert with new drop structure and pipe, including associated earthwork and erosion control measures.

The work shall commence on the day indicated in the Notice to Proceed and shall be completed on or before May 31, 2022. Should the Contractor fail to complete the work in this timeframe, liquidated damages of \$1,000.00 per calendar day will be assessed to the work not completed within the designated contract term.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Chapter 26, Section 26.8, and as specified by Mills County, in the amount fixed in the Instructions to Bidders.

Copies of the contract documents are on file with Mills County for examination by bidders. Complete digital project bidding documents are available at JEO's website at jeo.com at no charge. An optional paper set of project documents is available at no charge by contacting JEO Consulting Group, Inc. at 515.964.5310. In order to bid the project, the contract documents must be issued directly by JEO Consulting Group, Inc. or QuestCDN to the bidder.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

The successful bidder will be required to furnish bonds in an amount equal to one-hundred percent (100 percent) of the contract price, said bonds to be issued by a responsible surety approved by the County Board of Supervisors and shall guarantee the faithful performance of the contract and terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the County from claims and damages of any kind caused by the operations of Contractor.

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.

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.

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.

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.

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.

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.

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>

This project is partially funded by the Community Development Block Grant (CDBG) Program.

This notice is given by authority of Mills County, Iowa.

/s/ Signature of responsible party for notification
Mills County, Iowa

Posted to Website of: Master Builders of Iowa
Construction Update Network
Iowa League of Cities