

**SECTION 001113 – NOTICE OF BID LETTING for:**

**CITY OF STRAWBERRY POINT  
CIVIC CENTER BUILDING IMPROVEMENTS PROJECT  
STRAWBERRY POINT, IOWA**

NOTICE IS HEREBY GIVEN: That sealed bids will be received by the City of Strawberry Point (hereinafter referred to as the Owner), at Strawberry Point City Hall, 111 Commercial Street, Strawberry Point, IA 52076 until 2:00 PM CDST on May 26<sup>th</sup>, 2022. At such time and place, the bids received will be publicly opened and read by the Owner. Bids received after the aforementioned time will not be accepted.

Work of this proposed Contract consists of a renovation to the existing Strawberry Point Civic Center and Public Library building located at 401 Commercial Street, Strawberry Point, IA 52076. The renovation consists of HVAC upgrades, acoustical improvements in the gymnasium, and exterior building envelope improvements at the public library.

The bid is for a Prime Contract as described elsewhere in the specifications. Bids shall be on a lump sum basis and shall be submitted on a bid form provided in the specifications for the project; segregated sub-bids will not be accepted.

Work is anticipated to commence upon award of contract. Work on the project shall be substantially completed by April 30, 2023, subject to any changes in the contract period as provided for in these specifications.

A pre-bid conference will be held on May 12<sup>th</sup>, 2022 at 2:00 PM CDST at the Strawberry Point Civic Center located at 401 Commercial Street, Strawberry Point, IA 52076. Attendance is recommended, but not mandatory for all prime bidders submitting a bid for the project. Attendance is also recommended, but not mandatory, for subcontractors submitting a bid for the project.

Bids will be considered and a public hearing will be conducted at a meeting of the Strawberry Point City Council, to be held at the Strawberry Point City Hall, 111 Commercial Street, Strawberry Point, IA 52076 at 6:00 PM CDST on June 1<sup>st</sup>, 2022, at which time and place any person may appear and file objections to the proposed plans, specifications, form of contract, and the estimated cost of said project.

Plans and specifications governing the construction of the proposed Work have been prepared by Demmer Architecture, 108 N. Franklin Street, Manchester, Iowa, 52057, will be available on or after April 25<sup>th</sup>, 2022.

The Contract Documents may be examined at the office of Demmer Architecture by appointment, and the plan rooms listed below. Copies of the plans and specifications and other contract documents are now on file and can be ordered through the office of Rapids Reproductions, Inc. at 6201 Chancellor Drive, Cedar Falls, IA 50613, by logging on to [rapidsrepro.com/planroom](http://rapidsrepro.com/planroom), or calling 319-277-5538 or 1-800-383-1223, and upon the deposit of \$150.00 (payable to owner) or current MBI Card for paper copies, which will be refunded to upon the return of the documents to the printer in good condition within fourteen (14) days after bid submission.

AGC of Iowa; 701 East Court Avenue, Suite B, Des Moines, IA 50309; ph. 515-283-2424

Beeline + Blue; Attn: McGraw Hill Plan Room; 2507 Ingersoll Avenue; Des Moines, IA 50312.  
Dodge Data and Analytics; ph. 877-784-9556; <http://dodgeprojects.construction.com>  
iSqFt; ph. 800-364-2059; [www.isqft.com](http://www.isqft.com)  
Lacrosse Builders Exchange, 709 Gillette St., Lacrosse, WI. 54602, 608-781-1819  
Master Builders of Iowa, 221 Park St. Des Moines, IA, 50306, 515-288-8904; Construction Update  
Online Plan Room  
Rapids Reproductions, 6201 Chancellor Drive, Cedar Falls, IA 50613. PH: (319) 277-5538 / 800-383-1223

An Intent To Comply With Section 3 Requirements Form is included in the project manual and must be completed, signed, and attached to the Contractor's Bid Form when submitting a bid for the Project.

Bid security in the amount of 5% of the total bid in the form of certified check, credit union share draft, or surety bond written on an original AIA Document A310, Bid Bond is required for this project. The successful bidder will be required to provide surety Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the Contract Sum. The surety providing bonds must have an (A-) A.M. Best rating or better or be listed on the U.S. Department of Treasury listing of approved sureties (Department Circular 570). The cost of the Bonds shall be included in the Contract Sum.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa and to Iowa domestic labor, provided that the award of the contracts will be made to the lowest responsive, responsible Bidder, which shall be without regard to state or local law whereby preference is given on factors other than the amount of the bid.

Monthly estimates will be paid to the contractor as the work progresses in amounts equal to ninety-five per cent (95%) of the contract value of the work completed during the preceding calendar month, including the actual cost (exclusive of overhead or profit to the contractor) of materials and equipment of a permanent nature to be incorporated in the work and delivered to and stored at the job site. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work, partially or totally completed. Final payment of the remaining amount due the contractor will be made no earlier than thirty-one (31) days from the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapters 26 and 573 of the Code of Iowa.

Sales Tax. Iowa sales tax will not be paid on materials purchased for this project. The Owner will issue sales tax exemption certificates for the project.

This project requires federal prevailing wage rates.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities and to accept the lowest responsive and responsible bid.

#### SECTION 3 language for procurement documents and contracts

- 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 75, 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 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 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 provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker-hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 75.
- I. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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 requirements.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons.
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers\*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

\*-A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD.
2. The worker is employed by a Section 3 business concern: or
3. The worker is a Youth Build participant.

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>

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Published by order of the City Council of the City of Strawberry Point, Clayton County, Iowa.

By: Hannah Evans  
Title: City of Strawberry Point - Mayor

**END OF SECTION 00 1133**