

SECTION 001113

NOTICE TO BIDDERS FOR THE Wapello CDBG Downtown Revitalization, for the City of Wapello, hereafter referred to as the Owner.

Notice is hereby given that the Owner, the City of Wapello Iowa, invites contractors to submit bids for this project and that a public hearing will be held on the on the project.

Project Description: The proposed project consists of renovation to 8 existing Downtown Wapello storefront buildings as listed below, described in the construction documents, and generally includes selective demolition, door, window, and wall repair and replacement, roof replacement, painting, masonry renovation such as brick replacement, repointing, repair, and work associated with these items.

Bid Type:

One lump sum contract will be awarded at the appointed time and place.

Pre-Bid Conference: A pre-bid meeting for all General Contractors, Subcontractors, and Suppliers will be held at the Wapello City Hall, 335 North Main Street, Council Chambers on March 3, 2026 at 10:00 AM local time. Following the meeting, the meeting will be continued at the project site, weather permitting.

Bidder Questions: Written questions, requests for clarification, and substitution requests must be submitted before 10:00 AM, March 10, 2026. Questions will not be accepted or responded to after this time.

Project Access: The exterior of the project site is open to inspection at any time. Interior inspection of the buildings can be made at the Pre-Bid Conference and is otherwise limited. Retail stores may be accessible when retail stores are open for business. Contractors should avoid interfering with store operations.

Documents: Plans and specifications governing construction of the proposed project have been prepared by Martin Gardner Architecture PC., Marion, Iowa as Architect. All materials and procedures shall be in strict accordance with said plans and specifications referred to and defining said proposed improvements and are hereby made a part of this Advertisement and of the proposed contract by reference, and that the contract shall be executed in compliance therewith.

Document Availability: Plans and specifications and proposed contract documents may be examined at the offices of the Architect, and other locations as outlined in the Construction Documents. Copies of the plans and specifications, form of contract and bid form may be obtained from Rapids Reproductions, 6015 Huntington Court NE, Cedar Rapids, IA 52402, (319) 364-2473. You may also access and request plans by visiting their online Plan Room on their website at www.RapidsRepro.com. Rapids Reproductions will issue plans to all Contractors. A maximum of two sets of Construction Documents will be provided to each General Contractor upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. All other Subcontractors and Suppliers may obtain one set of Construction Documents upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. A link to the drawings and specifications are also available at the architect's website www.MartinGardnerArch.com. Plans and specifications to be viewed are in Adobe .pdf format and may be downloaded and printed. Be aware that no warranty as to the compatibility of your computer software or hardware with the files provided is made. Variations between the printed files provided above by the Architect and these electronic files may exist. In the event that a conflict does exist, the printed documents issued by the Architect will take precedence over the downloaded files.

Bid Forms: All bids shall be on the forms provided in the specifications for project. The provided forms of proposal shall be submitted at the time required for bids. The following forms shall be submitted with the Form of Proposal at the time bids are due:

- "Form of Proposal for General Construction Unit Prices"
- "Intent to Comply with Section 3 Requirements"
- "Allowance Form"

The following forms shall be submitted electronically from the apparent lowest qualified bidder to the Architect's office within 3 business days of the bid opening:

- "Form of Proposal Unit Prices Individual Buildings"
- "Request for Contractor Eligibility"
- "State of Iowa and Federal Program Language"
- "Supplemental Federal Requirements and Worker Notifications"

Failure to submit these forms in the time requested may result in rejection of a Bid as non-responsive.

Bid Security: Each bid shall be accompanied by a bid bond, certified check, cashier's check or credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the bid. If bid bond is submitted, it must be on an approved AIA bid bond form. The certified check or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America; certified share draft shall be drawn on a credit union chartered under the laws of the United States. Bid security should be made payable to the Owner as security that if awarded a contract the bidder will enter into a contract at the prices bid and furnish the required Contractor's Bonds, Certificate of Insurance, and other materials as may be required in the contract documents. The certified check, cashier's check, or certified share draft may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the Bidder fails to execute a contract and file acceptable Certificate of Insurance within ten (10) days after the acceptance of the proposal by the Owner. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Project Bonding: The successful bidder shall be required to furnish a Contractor's Performance and Labor and Material Payment Bond on an approved AIA form in an amount equal to one hundred percent (100%) of the contract price. The bonds are to be issued by responsible surety, approved by the Owner, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for and of all materials and protect and save harmless the Owner from all claims and damages of any kind caused by the operation of the Contractor, and shall guarantee the work contracted for a period of one (1) year from the date of final acceptance of the improvements by the Owner.

Sales Tax: The said project is a tax exempt project. The Owner will issue exemption certificates from the Iowa Department of Revenue, as specified in the 701 Iowa Administrative Code, Chapter 19, Rule 19.12. These certificates shall be used by the successful bidder when purchasing materials for the completion of the project.

Bid Filing: All bids must be filed at the Office of the City Clerk, Wapello City Hall, located at 335 N. Main Street, Wapello, Iowa, on or before 1:00 PM local time, March 13, 2026. Bids received after this time will not be accepted.

Bid Opening: Bids will be opened and publicly read aloud immediately after specified closing time.

Award of Contract: Notice is hereby given that the Wapello City Council will meet in the designated Council Chambers, on April 2, 2026 at 6:00 PM local time, at which time and place a hearing will be held on the proposed drawings, specifications, form of contract, and estimate of cost for the Downtown Revitalization Project. Any interested

party may appear to be heard. At the said time and place, the City Council shall also consider bids for said construction. Award of contract is subject to the requirements of the Iowa Economic Development Authority.

Progress Payments: Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-seven percent (97%) of the contract value of the work completed during the preceding calendar month. Such payments will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final Payment: Final payment to Contractor will be made no earlier than forty-five (45) days from, and after, final acceptance of work by the Owner, subject to the contract conditions and in accordance with the provisions of Iowa Code chapters 26 and 573.

Source of Funding: Payment of the cost of said project will be made in cash used for said purposes. The City of Wapello has received a Community Development Block Grant (CDBG) that will be used for partial funding of the project.

Prevailing Wages: Pursuant to the requirements of the grant, Davis-Bacon wage rates are to be used on this project. Current wage rates and fringes can be found at "sam.gov". It is the Contractor and/or Subcontractor's responsibility to verify that they are using the most current rates and fringes at the time of bid opening. Submission of a bid is surety by the contractors that the most current Davis-Bacon wage determinations have been calculated for all wages and fringes. If a contractor uses wages and fringes lower than the posted amounts, it will be the contractor's responsibility to compensate laborers up to the appropriate amounts without additional compensation by the Owner.

Other Project Requirements: Also pursuant to that grant, this project is subject to the requirements of the National Park Service, Secretary of the Interior's Standards for the Treatment of Historic Properties and is subject to review by the Iowa State Historic Preservation Office (SHPO) and the Iowa Economic Development Authority.

Project Construction Schedule: The work under the contract shall commence on or before the date specified in the written 'Notice to Proceed' or in lieu of the notice to proceed, the execution of the contract for construction, and shall be Substantially Completed on or before March 31, 2027 and fully completed and ready for acceptance no later than April 30, 2027.

Liquidated Damages: Seven Hundred and Fifty Dollars and Zero Cents (\$750.00) per calendar day after the date indicated for substantial completion.

HUD 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 2, 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 implements 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.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern 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 YouthBuild 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>

Build America, Buy America Procurement Bid Language:

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall the designate responsible parties for determining the final classifications for all project items.

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.

Published upon order of the Wapello City Council

Mike Delzell
City Clerk

By_____

Attest:_____