

**SECTION 00 11 13
NOTICE TO BIDDERS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS CITY OF MURRAY):

- A. City of Murray
- B. Address:
420 Maple St
Murray, IA 50174

1.02 AND THE LANDSCAPE ARCHITECT (HEREINAFTER REFERRED TO AS JEO CONSULTING GROUP, INC.):

- A. JEO Consulting Group, Inc.
- B. Address:
2000 'Q' St, Ste 500
Lincoln, NE 68503

1.03 TO POTENTIAL BIDDERS:

- A. Your firm is invited to submit a sealed bid to be filed with the City Clerk for the City of Murray, located at 420 Maple St, Murray, IA 50174, before 2:00 PM local time on the 17th day of September 2026, for the public improvement project described below. All bids received after the deadline for submission of bids shall not be considered and shall be returned to the late bidder unopened.
- B. Project Description:
 - 1. The Mallory Park and Sidewalk Improvements project consists of proposed renovations to the existing Mallory Park, located at 718 8th St in Murray, Iowa, to the Horse Arena just south of the park, and the construction of a concrete pedestrian pathway connecting the park to the Murray Recreation Complex on the south side of town.
 - 2. All required site, framing, finishing, plumbing, mechanical, and electrical systems, as indicated in the Contract Documents, shall be included under this contract.
 - 3. The Work shall commence upon issuance of the Notice to Proceed. The Notice to Proceed will not be issued until completion of all applicable post-award CDBG or IEDA reviews or authorizations and satisfaction of the other preconstruction conditions stated in the Contract Documents, including approval of the required bonds, acceptance of evidence of insurance, and completion of any required preconstruction conference. The Work shall be substantially complete no later than July 30, 2027, unless the Contract Time is extended in accordance with the Contract Documents. The Owner may assess liquidated damages in the amount of \$500.00 for each calendar day the Work remains incomplete after the required date of Substantial Completion.
- C. Sealed proposals will be opened and bids tabulated at 2:00 PM on September 17, 2026, in the Council Chambers, City Hall—420 Maple St, Murray, IA 50174, for consideration by the City Council at its meeting at 6:00 PM on October 14, 2026, in the Council Chambers at City Hall—420 Maple St, Murray, IA 50174. The City reserves the right to reject any or all bids, to waive informalities and irregularities in the form of the bid, and to enter into such contract, or contracts, as they shall deem to be in the best interest of the City.
- D. A pre-bid meeting will be held on the 10th day of September 2026 at 10:00 AM local time at Murray City Hall located at 420 Maple St, Murray, IA. A site visit will follow.
- E. Bid Documents for a Stipulated Sum contract may be obtained by download in PDF format from JEO's website at jeo.com for no charge. A paper copy of the bid documents is on file with the City of Murray for examination by bidders. An optional paper copy of the bid documents is available from the office of JEO Consulting Group, Inc., 402.435.3080, at no charge, limited to one (1) copy per plan holder.

- F. For plans and specifications that are to be shipped: Include a non-refundable \$20.00 shipping and handling fee for each set of plans and specifications.
- G. Each bidder shall accompany its bid with bid security as defined in Iowa Code Chapter 26, Section 26.8, and as specified by the Owner, in the amount of 5% of the bid, as fixed in the Instructions to Bidders.
 - 1. Bid security shall be made payable to the City of Murray and will be held by the Owner. In case the bid is accepted and the Bidder neglects or refuses to enter into contract and furnish bond in accordance therewith, the bid security will be forfeited.
- H. Refer to other bidding requirements described in Document 00 21 13 - Instructions to Bidders and Document 00 31 00 - Available Project Information.
- I. Bids shall be submitted on the Bid Form provided in the Bidding Documents. Bidders may submit only those attachments expressly required or permitted by the Bidding Documents, including required bid security, certifications, representations, and supporting qualification information. No attachment, cover letter, or supplemental material shall modify, condition, or qualify the Bid, the Bid Form, or the Bidder's obligations under the Contract Documents. Failure to comply with these requirements may be cause for rejection.
- J. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.
- K. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent consistent with applicable federal law and the requirements of the federal award.
- L. 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 City Council 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 City from claims and damages of any kind caused by the operations of Contractor.
- M. This project is financed in whole or in part by the Community Development Block Grant (CDBG) program through Iowa's Comprehensive Neighborhood Revitalization Grant (CNRG) program.
- N. This Project is subject to the Davis-Bacon and Related Acts and applicable federal labor standards. Contractors and subcontractors must pay the applicable federal prevailing wage rates included in the Contract Documents.
- O. 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.
- P. 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.
- Q. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall designate the responsible parties for determining the final classifications for all project items.
- R. Due to the use of 2025 Federal Fiscal Year CDBG grant funds for this infrastructure project, Buy America Preference applies to iron and steel, construction materials, and manufactured products as defined in 2 CFR § 184.3. Absent an approved waiver, all listed iron and steel

products, construction materials, and manufactured products used in this project must be produced in the United States.

- S. 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.
- T. 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.
- U. 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.
- V. The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- W. 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.
- X. 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.
- Y. 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. (*LANDSCAPE ARCHITECT NOTE: As of the date of advertisement, IEDA advises that the HUD Section 3 Opportunity Portal referenced above is not currently active, although the Portal may become available again in the future. Bidders are not required to access or use the Opportunity Portal while it remains inactive.*)
- Z. 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.
- AA. 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.
- BB. 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.

- CC. 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.
- DD. 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.
- EE. * 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.
- FF. ~~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>~~
(LANDSCAPE ARCHITECT NOTE: HUD's online Section 3 Business Registry has been discontinued, and the website referenced above is no longer active. Businesses that believe they qualify as Section 3 business concerns should be prepared to document their eligibility in accordance with current HUD Section 3 requirements.)
- GG. To the extent required by Iowa law, to the extent allowed by Federal law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the Proposal being deemed nonresponsive and rejected.

END OF SECTION