

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Sealed bids for the Marshalltown Façade Rehabilitation project must be received and filed before **2:00 PM** local time on **March 21, 2023**, to the City Clerk at City Hall, 24 North Center Street, Marshalltown, Iowa. Bidders wishing to drop their bids off in person at City Hall should contact the City at 641-754-5701 to arrange for a time to transfer the bid. City Hall may have limited access to the public, but business operations are being conducted during the workweek. Staff will be available to assist bidders. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened. The bidder shall hold the City harmless for failing to meet the deadline due to delayed delivery service.

The City intends to open, read aloud, and tabulate the sealed bids at 2:05 PM on March 21, 2023, in the City Hall, for further consideration by the City Council at a future meeting, scheduled at 5:30 PM on April 10, 2023. Consideration of the Award of contract would subsequently occur by action of the City Council at the same meeting, or at a later date and time announced at said meeting.

Notice is hereby given that a public hearing will be held by the City on the proposed contract documents (including the plans, specifications, and form of contract) and estimated construction cost for the Project at its regular meeting at 5:30 PM on March 13, 2023, in the Council Chambers at 10 West State Street. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Construction Cost for the project.

Work on the improvement shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council and be completed as stated below.

The Work of the Project is defined by the Contract Documents and includes, but is not limited to, the following:

Facade Rehabilitation: Historic rehabilitation of existing brick and wood framed buildings. Rehabilitation will consist of exterior restoration and improvements, including but not limited to selective demolition; cleaning, repair, and repointing of stone and brick masonry; repair and replacement of doors, wood windows and storefronts; aluminum windows and storefronts; replacement of awnings and canopies; joint sealants; painting; lighting fixtures; roof replacement; and related construction.

The Work includes historic buildings being reviewed under Section 106 NHPA and HUD regulations for NEPA (24 CFR Part 58.5[b]). The Work will follow historic guidelines established by the Secretary of the Interior and Standards for the Treatment of Historic Properties.

Bids will be received for a single prime contract.

Bidding Documents may be examined at the offices of RDG Planning & Design, at plan rooms across the state and through the City of Marshalltown's website: <https://www.marshalltown-ia.gov/Bids.aspx>.

Bidders may obtain Bidding Documents at the office of the printer: Beeline and Blue, 2507 Ingersoll Avenue, Des Moines, Iowa, 50312, or by calling (515) 244-1611, from 8:00 AM until 5:00 PM, Monday through Friday, or through their on-line plan room at www.beelineandblue.com. Bidding Documents will be available February 28, 2023.

A Pre-Bid Conference will be held at **2:00 PM** on **March 9, 2023** at the site. Participation by General Contractors, Sub-Contractors and Suppliers is strongly encouraged, but is not mandatory. Please reach out to the point of contact below for the information if you wish to join.

Refer to other bidding requirements described in the Project Manual, Division 01 Section "Instructions to Bidders."

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the City, for the faithful performance of the contract, in an amount

equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders, in the amount of five percent (5%) of the total bid and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the City. The bid shall contain no condition except as provided in the specifications.

Performance and Payment Bond Requirement: 100% of contract amount.

No bid may be withdrawn for a period of 30 calendar days after the date of opening.

Award of contract is tentatively scheduled for **April 10, 2023**.

This project is funded, in part, by a Community Development Block Grant (CDBG). The requirements and provisions of the CDBG shall apply to this project, which include federal rules and regulations pertaining to labor relations such as the payment of "Davis-Bacon" prevailing wages.

Minority Owned and Female Owned Business participation is encouraged. Bidders shall make a good faith documented effort to encourage participation of minority owned and female owned businesses.

This project is sales tax exempt. The Owner will issue an exemption certificate for the purchase or use of building materials, supplies, and equipment that will be used in the performance of the construction contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The project shall be substantially complete by **June 30, 2024**.

The City reserves the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Point of Contact:

Michelle Spohnheimer, Housing & Community Development Director, phone: 641-754-5756, email: mspohnheimer@marshalltown-ia.gov

Owner:

City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158
Phone: 641-754-5701
www.marshalltown-ia.gov

Architect of Record:

RDG Planning & Design, Inc.
301 Grand Avenue
Des Moines, Iowa 50309
Phone: 515-288-3141
www.rdgusa.com

SECTION 3 LANGUAGE FOR PROCUREMENT DOCUMENTS

(This language is to be included in all procurement documents/ solicitations)

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 encourage 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 by the order of the City of Marshalltown, Iowa, on this 3rd day of March, 2023.