Melvin Sudbeck Homes

Proposal for

East Manawa Phase 1 Housing Project

Proposal Includes:

Summary of Experience

Past and Current Developer / Builder Subdivisions

Developer / Builder Personnel

Project Timeline

Sam.gov Registration

Contact Information

Melvin Sudbeck Homes (office) 402-895-3288

Melvin Sudbeck (mobile) 402-306-9506 / email: Sudbeckhomes@gmail.com

John Arians (mobile) 402-810-0867 / email: jarians@sudbeckcompanies.com

Respectfully submitted on 06/25/2025

Summary of Experience:

Melvin Sudbeck Homes (Sudbeck Homes) started in 1990 with three employees and has grown to over 79 current employees serving the home and construction markets in the Omaha and Council Bluffs metropolitan areas. Sudbeck Homes has over 23 subdivisions either completed or currently in progress (see listing which follows). Sudbeck Homes not only develops subdivisions but also builds the vast majority of homes within them, utilizing a design team that has drawn over 2,800 homes to date as well as its own in-house agent to market the high-quality homes they build.

Currently Sudbeck Homes has over $2.7M worth of work in progress and completed over $25.7M worth of work in 2024. Sudbeck Homes is currently building and working in Council Bluffs and Cresent, IA; as well as Omaha, Bellevue, Louisville, Bennington, Blair, Springfield, Plattsmouth, Tekamah, Wahoo, Lincoln, and Gretna, NE. Sudbeck Homes also recently finished a 59-unit senior living apartment building (L.I.H.T.C project) in mid-town Omaha. Sudbeck Homes has many commercial construction clients in the metropolitan area, most notably Berkshire Hathaway Energy, with whom Sudbeck Homes completes numerous projects for through-out the state of Iowa yearly. Sudbeck Homes currently carries licenses in Iowa and Nebraska.

In addition, Sudbeck Homes completed eighteen (18) low-income homes in cooperation with the City of Omaha and/or Seventy Five North over the last few years. Those involved from the City of Omaha, Seventy Five North, and Blair Freeman (construction manager for Seventy Five North) would provide excellent references for our company, employees, execution of the build, and quality of construction.

Be assured Sudbeck Homes has the capacity and ability to complete all ten (10) fourplexes. The following listing of subdivisions helps to demonstrate the capacity of Sudbeck Homes. Also included are highlights of a few of our key team members slated for this project.

Past and Current Developer / Builder Subdivisions – Developed and Built by Sudbeck Homes

- Stevens Ridge, Council Bluffs, IA - 83 homes planned, Council Bluffs
- Apple Grove, LaVista, NE – 136 homes, complete
- Cedar View, Bellevue, NE – 38 homes, complete
- Cimarron Woods East, LaVista, NE – 125 homes, complete
- Cottonwood Creek, Omaha, NE – 92 homes, complete
- East Ridge, Louisville, NE – 30 homes, complete
- Elkhorn Highland Ridge, Omaha, NE – 248 homes, complete
- Giles Corner, LaVista, NE - 115 homes plus commercial buildings, complete
- Hunters Creek, Papillion, NE - 81 homes, complete

- Itan Parkview, Yutan, NE – 59 homes, complete
- Meadow Heights Estates Replat 3, Plattsmouth, NE – 60 homes, 15% built
- Meadows Replat X, Omaha, NE – 26 homes, complete
- Northern View, Blair, NE – 55 homes, 30% built
- Oakridge North, Bellevue, NE – 16 homes, complete
- Oakridge West, Bellevue, NE - 42 homes, complete
- Orchard Valley, Bellevue, NE - 37 homes, complete
- Piney Creek, Omaha, NE - 136 homes, complete
- Roxbury West, Omaha, NE - 52 homes, complete
- Santa Fe Pointe, Gretna, NE – 52 homes, complete
- Spring Ridge, Bellevue, NE – 153 homes, 50% built
- Sherbrooke, Gretna, NE – 8 homes, complete
- Gold Meadows, Replat 1, Omaha, NE – 13 homes, complete
- Alta Collina, Bellevue, NE – 263 homes, developmental stage

Sudbeck Homes is also actively pursuing properties in the metropolitan area for future developments…. look for signs coming soon!

Developer / Builder Personnel:

- Melvin Sudbeck – Company founder and president. Melvin actively oversees all of his companies seven (7) days a week. Melvin is the key component in all of his developments; working with engineers, staff, and agents to build quality homes and communities. Melvin started his company doing siding and roofing for this father (Henry Sudbeck Builders) and grew his companies into what they are today including a development company, cabinet shop and flooring company. Melvin also employs many tradespeople who perform grading, utilities, framing, demolition, concrete, siding work, and more.
- Jon Ish – Superintendent. Jon Ish came to Sudbeck Homes a few years ago and has been a vital asset to the company since his first day. Jon grew-up in residential construction and for years built high-end custom homes under his company's name. Needing a new challenge, Jon came to Sudbeck Homes to work on specialty and muti-family homes. Jon schedules his builds, subcontractors, and material deliveries with surgical precision; and he is a favorite among subcontractors for his ability to plan, organize, and push projects with the utmost efficiency. Most recently, Jon was responsible for the successful completion of a 59-unit apartment building at 41st and Hamilton Streets in Omaha (with

an almost impossible timeline for completion). Jon was also the on-site superintendent for six (6) homes which Sudbeck Homes completed with Seventy-Five North in 2023.

- Todd Kirk – Superintendent. Todd has worked with Sudbeck Homes for over 18 years and is one of the area superintendents. Todd is a key figure in work for Berkshire Hathaway Energy and multiple commercial clients, as well as residential remodels. Todd came to Sudbeck Homes after years of work in the field and specializes in framing and interior finishes. Todd was the on-site superintendent for ten (10) of the low-income homes built for the City of Omaha.
- John Arians – Project Manager / Consultant. John has been managing projects for Sudbeck Homes for over 12 years. John is instrumental in the oversight, management, budgets, and cost tracking for Sudbeck Homes' larger "select" commercial clients, multi-family projects, and specialty projects. John started working in construction at a young age and used the skills he learned to pay for his college to obtain his degree in Construction Management from Bradley University (Peoria, IL). John's clients are repeat customers who are treated fairly and with honesty and respect. John ensures the team is on point and communicating with all parties to get the most efficient, economical, and timely build done right.

Project Timeline:

The proposed preliminary schedule is included with our proposal.

SAM.gov Registration:

Please find the SAM.gov registration verification included in our proposal

Melvin Sudbeck Homes Subdivison List

6/25/2025

ALOY'S ACRES	OMAHA	14
APPLE GROVE	LAVISTA	136
ALTA COLLINA	BELLEVUE	263
CEDAR VIEW	BELLEVUE	38
CIMARRON WOODS EAST	LAVISTA	125
COTTONWOOD CREEK	OMAHA	92
EAST RIDGE / EAST RIDGE 2	LOUISVILLE	30
ELKHORN HIGHLAND RIDGE	OMAHA (ELKHORN)	248
GILES CORNER	LAVISTA	115
GOLD MEADOWS REPLAT ONE	OMAHA	13
HUNTERS CREEK	PAPILLION	81
ITAN PARKVIEW	YUTAN	59
MEADOW HEIGHTS ESTATES REPLAT 3	PLATTSMOUTH	60
MEADOWS REPLAT X	OMAHA	26
NORTHERN VIEW	BLAIR	55
OAKRIDGE NORTH	BELLEVUE	16
OAKRIDGE WEST	BELLEVUE	42
ORCHARD VALLEY	BELLEVUE	37
PINEY CREEK	OMAHA (ELKHORN)	136
ROXBURY WEST	OMAHA	52
SANTA FE POINTE	GRETNA	52
SHERBROOKE	GRETNA	8
SPRING RIDGE	BELLEVUE	153
STEVENS RIDGE	COUNCIL BLUFFS	Planning Stage

Preliminary Schedule
6/25/2025

East Manawa
Phase 1 Housing Project

Melvin Sudbeck Homes

ID	Task Name	Duration	Start	Finish
1	Contract Negotiations	10 days	Mon 7/21/25	Fri 8/1/25
2	Plan Review / Final Design	20 days	Mon 8/4/25	Fri 8/29/25
3	Subcontractor / Vendor Bidding / Awards	35 days	Mon 9/1/25	Fri 10/17/25
4	Selection / Finish Reviews	15 days	Mon 10/20/25	Fri 11/7/25
5	Building 1 Construction	140 days	Mon 11/10/25	Fri 5/22/26
6	Building 2 Construction	130 days	Mon 12/1/25	Fri 5/29/26
7	Building 3 Construction	125 days	Mon 12/22/25	Fri 6/12/26
8	Home Marketing	195 days	Mon 1/5/26	Fri 10/2/26
16	Building 1 Occupany	20 days	Mon 5/25/26	Fri 6/19/26
9	Building 4 Construction	120 days	Mon 1/12/26	Fri 6/26/26
17	Building 2 Occupany	20 days	Mon 6/1/26	Fri 6/26/26
18	Building 3 Occupany	20 days	Mon 6/15/26	Fri 7/10/26
10	Building 5 Construction	120 days	Mon 2/2/26	Fri 7/17/26
19	Building 4 Occupany	20 days	Mon 6/29/26	Fri 7/24/26
11	Building 6 Construction	120 days	Mon 2/23/26	Fri 8/7/26
20	Building 5 Occupany	20 days	Mon 7/20/26	Fri 8/14/26
12	Building 7 Construction	120 days	Mon 3/16/26	Fri 8/28/26
21	Building 6 Occupany	20 days	Mon 8/10/26	Fri 9/4/26
13	Building 8 Construction	120 days	Mon 4/6/26	Fri 9/18/26
22	Building 7 Occupany	20 days	Mon 8/31/26	Fri 9/25/26
14	Building 9 Construction	120 days	Mon 4/27/26	Fri 10/9/26
23	Building 8 Occupany	20 days	Mon 9/21/26	Fri 10/16/26
15	Building 10 Construction	120 days	Mon 5/18/26	Fri 10/30/26
24	Building 9 Occupany	20 days	Mon 10/12/26	Fri 11/6/26
25	Building 10 Occupany	20 days	Mon 11/2/26	Fri 11/27/26



2025 - 39
Melvin Sudbeck Homes
Supplier Response

Event Information

Number: 2025 - 39
Title: E Manawa Redevelopment Area (Mallard Street)
Type: Request for Proposal
Issue Date: 5/20/2025
Deadline: 6/25/2025 04:00 PM (CT)
Notes: The City of Council Bluffs is applying for the State of Iowa funded Community Development Disaster Recovery (CDBG-DR) fund to construct between 30 and 40 new single-family attached housing units. The chosen property is located within the City's East Manawa redevelopment area generally located north of Huron Circle connecting East Manawa Drive and Mohawk Street. This will be a new street extension known as Mallard Street.

The City is currently in the process of designing the infrastructure extension as well as creation of the preliminary subdivision and platting for the site. A map depicting the project location is included as Attachment 'A'.

The CDBG-DR Single Family Housing Production and Down Payment Assistance Program, Round 3 provides communities the opportunity to apply for funds to increase housing opportunities after the 2019

flood disaster declaration. The City was awarded $6.8 million to provide long-term, quality, single-family housing that is resilient to future natural disasters and affordable to low-to-moderate income households.

The City wishes to work with one or more developers/builders that can assist in the construction of the new attached single-family homes that will be marked through the CDBG-DR program. All units must be completed and sold to qualified households by December 15, 2026. Interested developers and builders must be committed to a timeline that meets this deadline. Attachment ‘B’ includes the guidelines for the CDBG-DR Program.

- Please download and read all attachments thoroughly
- Developers must submit proposals that demonstrate the developer’s capacity to satisfy the requirements of this RFP. Proposals do not need to be elaborate or costly, but should be prepared in a professional manner. Developer must commit to using the provided house plans.
- All interested parties are encouraged, but not required, to attend the in-person Q&A on June 5 at 9:30 am (CST) in the Council Bluffs Public Library, Room B.
- Submit the following information to be eligible for consideration:

1. Cover Page – Summary of qualifications. Include relevant contact information.
2. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.
3. Project Timeline – A timeline for the project design, bidding, construction and occupancy.

- SAM.gov Registration - Must be registered in SAM.gov. A portion of this project is being funded with federal money. The Contractor or any Subcontractors cannot be a debarred vendor on SAM.gov.

Inquiries, Questions and Deadlines

All inquiries/questions regarding this RFP must be directed via the electronic submission system at https://cbiabids.ionwave.net/. Any changes or additions to the RFP information will be sent via IonWave. Any other contact in reference to this RFP prior to the time of an award decision will not be addressed.

RFP Issued: May 20, 2025
In-Person Q&A: June 5, 2025 at 9:30 am (CST), Council Bluffs Public Library Room B

IonWave Q&A Ends: June 10, 2025 at 3:00 pm (CST)
Answers Posted: No later than June 13, 2025 at 3:00 pm (CST)
RFP Due: June 25, 2025 by 4:00 p.m. (CST)

All proposal responses must be submitted through the City's bidding platform IonWave. https://cbiabids.ionwave.net/Login.aspx

Each respondent is responsible for taking the necessary steps to ensure their submission is received and complete by 4:00 p.m. on June 25, 2025.

Incomplete submissions are automatically rejected. The City is not responsible for technical difficulties and will not allow late submissions due to the same. Any bid submitted after the deadline will be automatically rejected.

Contact Information

Address: Community Development
209 Pearl St
Council Bluffs, IA 51503

Melvin Sudbeck Homes Information

Address: 16255 Woodland Drive
Omaha, NE 68136
Phone: (402) 810-0867

By submitting your response, you certify that you are authorized to represent and bind your company.

John Arians
Signature

jarians@sudbeckcompanies.com
Email

Submitted at 6/25/2025 08:29:09 AM (CT)

Requested Attachments

Cover Page

EastManawaPhase1HousingProposal.06.25.2025.pdf

Summary of Qualifications. Include relevant contact information.

Developer Experience

MelvinSudbeckHomesSubdivisionListing.06.25.2025.xls.pdf

Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.

Project Timeline

EastManawaPreliminarySchedule.06.25.2025.pdf

Provide a timeline for the project design, bidding, construction, and occupancy. All units must be completed and sold to qualified households by December 15, 2026.

Bid Attributes

1	**Proposal Acknowledgement** I hereby certify that I have reviewed the RFP in its entirety including all attachments and accept the terms and conditions. ☑ I have read, understand, and agree.

2 Bidder’s Policy Statement, Required Contract Language, Wage Determination

Each contractor shall cause each of his/her subcontractors to file compliance reports with the contracting agency or the Secretary of Labor as may be directed. Compliance reports shall be filed within such time and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form as the Secretary of Labor or contracting agency may prescribe.

Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contracts subject to the provisions of this nondiscrimination in employment form or Executive Order 11246, or any proceeding similar to either of the two aforementioned items, an in that event to submit, on behalf of themselves and their proposed subcontractors, compliance reports prior to or as an initial part of their bid or negotiation of a contract.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor or contracting agency may prescribe; provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training in such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor or contracting agency as part of its compliance report and shall set forth what efforts he/she has made to obtain such information.

The Secretary of Labor or contracting agency may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his/her compliance report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of age, race, creed, color, sex, national origin, religion, or disability, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this nondiscrimination in employment clause, or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of this nondiscrimination in employment clause. In the event that the union or the agency shall refuse to execute such a statement, the compliance report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor or the contracting agency may require.

☑ I have read, understand, and agree.

3 Required Contract Language

All project contracts shall contain at a minimum the following provisions, as appropriate. ALL CONTRACTS

1. Access and Maintenance of Records
The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.
At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the City of Council Bluffs, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights
The Contractor must comply with the following laws and regulations:
· Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
· Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
· Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
· Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

· The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
· Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
· Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
· Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
· Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.
· Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause
All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
· Under what conditions the clause may be imposed.
· The form the termination notice must take (e.g., certified letter).
· The time frame required between the notice of termination and its effective date.
· The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.
All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:
"The Recipient certifies, to the best of his or her knowledge and belief, that:
i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)
24 CFR Part 35 et. al.
Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency
Pub. L. 94-163, 89 Stat. 871
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting
The Contractor must provide information as necessary and as requested by the City of Council Bluffs for the purpose of fulfilling all reporting requirements related to the CDBG program.
ALL CONTRACTS IN EXCESS OF $10,000

In addition to the preceding provisions, all contracts in excess of $10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:
"During the performance of this contract, the contractor agrees as follows:
1)The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3)The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4)The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5)The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6)In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7)The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
ALL CONTRACTS IN EXCESS OF $100,000
In addition to the preceding provisions, contracts in excess of $100,000 shall require compliance with the following laws and regulations:
Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Section 508 of the Clean Water Act (33 U.S.C. 1368).
Executive Order 11738.
EPA Regulations - 40 CFR, Part 15.
Clean Air and Water Acts - required clauses:
This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.
During the performance of this contract, the CONTRACTOR agrees as follows:
1)The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
2)The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3)The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

4)The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF $2,000

In addition to the preceding provisions, all construction contracts in excess of $2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

8. Housing and Urban Development Act of 1968 Sample Section 3 Clause

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

☑ I have read, understand, and agree.

4 SAM.Gov Registration

I hereby certify that I am registered on SAM.gov and am not on the debarred list.

☑ I have read, understand, and agree.

5 Davis Bacon

I understand that this project is subject to Davis Bacon prevailing wage requirements.

☑ I have read, understand, and agree.

Courtney Harter

From: jarians@sudbeckcompanies.com
Sent: Wednesday, July 9, 2025 1:04 PM
To: Courtney Harter
Cc: 'Melvin Sudbeck'
Subject: FW: E Manawa Redevelopment Area – RFP Update

THIS MESSAGE IS FROM AN EXTERNAL SENDER.
Look closely at the SENDER address. Do not open ATTACHMENTS unless expected. Check for INDICATORS of phishing.
Hover over LINKS before clicking.
Learn to spot a phishing message

Courtney,

Please see Sudbeck Homes' responses to your questions below. Please let us know if you need anything else. Please also respond to all as your receipt of this email. Thanks!

Below are the questions relating to your RFP. Please respond no later than July 11th so we may consider all answers.

1. Who will be the manager of the Davis-Bacon from the team? And their experience? **The Sudbeck Companies have done multiple Davis-Bacon projects, including work at Offutt Air Force Base. Kara Sutton would be the lead on the project, with three other accounting staff members to assist.**
2. The construction offset is $125,000 per unit that can be collected incrementally. Do you have financing in place for the construction period of the homes until the sale? **Yes**
3. Will this project take priority to meet the building deadline requirements? **Yes, absolutely!**
4. Are you still willing to participate if you do not receive all 40 units? **While Sudbeck would prefer to build all 40 units, we also understand that there are other factors involved in determining what is the best choice and fit for the project and the community. Sudbeck would be open to further discussions on final quantity, however we are not interested in investing the needed resources for the builds - if only doing a few.**

Courtney Harter

Director of Community Development

City of Council Bluffs

209 Pearl Street, Council Bluffs, IA 51503

Office: 712.890.5350

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From: Melvin Sudbeck <sudbeckhomes@gmail.com>
Sent: Monday, July 7, 2025 7:02 PM
To: Courtney Harter <charter@councilbluffs-ia.gov>
Subject: Re: E Manawa Redevelopment Area – RFP Update

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Thanks for the update

Will be looking for follow up questions tomorrow

On Mon, Jul 7, 2025, 3:48 PM Courtney Harter <charter@councilbluffs-ia.gov> wrote:

> Good Afternoon,
>
> Thank you for your submittal to the City's E Manawa Redevelopment Area (Mallard Street) Request for Proposals. The City received seven (7) responses, and we have reviewed all proposals. As we have follow-up questions for each respondent, we will be reaching out individually to request clarifications.
>
> Given this, I will ask the City Council to continue the item for approval to select the builder(s) until **July 28, 2025**. You can expect to receive an email with specific questions on Tuesday.
>
> Thank you again for your interest in the project.
>
> Courtney Harter
>
> Director of Community Development
>
> City of Council Bluffs

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