RESOLUTION NO. 1450

ORDERING NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF MAIN STREET INTERSECTION AND SIDEWALK IMPROVEMENTS FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

WHEREAS, the City Council intends to complete the Main Street Intersection and Sidewalk Improvements Project as part of the City of West Branch, Iowa Capital Improvements Plan.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Clerk is hereby directed to give notice in substantially the following form:

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF MAIN STREET INTERSECTION AND SIDEWALK IMPROVEMENTS FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of West Branch, Iowa will meet in the City Council Chambers at 110 N. Poplar Street, West Branch, Iowa, on the 2nd day of May, 2016 at 7:00 p.m. at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of the Main Street Intersection and Sidewalk Improvements and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, in the City Council Chambers at 110 N. Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 12th day of May, 2016, for the construction of Main Street Intersection and Sidewalk Improvements as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the May 16th City Council Meeting or at such later time and place as then may be fixed.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

MAIN STREET INTERSECTION AND SIDEWALK IMPROVEMENTS

Construct Main Street Intersection and Sidewalk Improvements including all labor, equipment, and materials necessary for approximately 707 square yards of pavement and sidewalk removal, 426 square yards of 6" PCC sidewalk, HMA sidewalk, 195 square yards of 7" PCC pavement, 38 linear feet of storm sewer, pavement markings, retaining walls, fixture adjustments, hydrant relocation, excavation, traffic control, seeding, and associated work.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of West Branch, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimate cost of said improvements made by any interested party.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its

option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a 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, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WEST BRANCH, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of Hearing and Letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the 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 the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed by July 15, 2016, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars ($500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said

purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jillc@rapidsrepro.com. A refundable deposit of $30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

This notice is given by order of the Council of the City of WEST BRANCH, Iowa.

CITY OF WEST BRANCH, IOWA

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

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Passed and approved this 18th day of April, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk