

Notice of Hearing and Notice of Letting
2019 Water Service Replacements for the City of Treynor, IA

Sealed Bids for Municipal Water Service Replacement must be filed in the office of the City Clerk of the City of Treynor, 7 South Eyberg Ave, P.O. Box 234, Treynor, IA 51575 on or before 2:00 PM on the 20th day of November, 2019. At that time, Sealed Bids will be opened and read aloud. Bid shall be submitted on forms furnished by the Engineer, and must be enclosed in separate sealed envelope that's plainly identified.

Proposals received will be considered by the City Council of Treynor at a meeting to be held at City Hall at 6:30 PM on the 2nd day of December, 2019 at City Hall, or at such later time as then may be fixed. At said time and place, the City Council will also hold a hearing to adopt the proposed plans, specifications, form of contract, and estimate of cost for the construction of said improvements, and at said hearing any interested persons may appear and file objections thereto.

These Improvements to the Municipal Water System including but is not limited to the following major items of work:

- 60 LF of 6" Water Main
- 550 LF Water Service
- Fire Hydrants, Valves, and Appurtenances
- Pavement Removal and Patching
- Service Connections
- Mortar Fill and Abandon Existing Main

Location of the proposed work is within the public right-of-way as follows:

- Along South Eyberg Avenue from Main Street to Holst Street
- Along Park Street from South Eyberg Avenue to Volkens Avenue

All work and materials shall comply with the proposed plans, specifications and proposed form of contract now on file with the City Clerk, Treynor, IA. Said documents are by reference made a part hereof, as though fully set out and incorporated herein.

The work to be done under the proposed contract shall commence on a written Notice to Proceed following the award of such contract. All improvements shall be completed by September 30, 2020 or be subject to liquidated damages of \$500 per calendar day.

Plans and Specifications governing the construction of said improvements have been prepared by MER Engineering, Inc., 109 Regency West Court, Fort Dodge, Iowa and are on file for public examination at the Office of the City Clerk of Treynor, Iowa. All bids are to be submitted on the form provided in the Specifications.

Copies of the Plans and Specifications may be obtained from the office of MER Engineering Inc., 109 Regency West Court, Fort Dodge, IA 50501, for a deposit of \$100 for each set. This deposit will be refunded upon return of said Plans and Specifications in good reusable condition within fourteen (14) days after the project is awarded. If the Plans and Specifications are not returned in good condition within the fourteen (14) days allowed the deposit shall be forfeited.

Each proposal shall be accompanied by a bid bond, cashier's or certified check, or a credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the proposal. If a bid bond is submitted, it must be on the form provided with the Contract Documents. The certified 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; the certified share draft shall be drawn on a credit union in Iowa or a credit union chartered under the laws of the United States; and such check or draft shall be made payable to the City of Treynor as security that if awarded a contract by resolution of said Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and maintenance bond and certificate of insurance. The certified or 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 or provide a certificate of insurance or file an acceptable performance and maintenance bond on the form provided in the specifications within ten (10) days after the acceptance of the Bidder's proposal by resolution of said Council.

No bidder may withdraw a proposal within sixty (60) days after the date set for opening bids.

One copy of the completed form shall be sealed in an envelope marked "Contract Proposal" and the bid security shall be placed in a separate sealed envelope marked "Bid Security." Both envelopes shall be delivered to the address designated in the "Notice to Bidders." If the envelopes are delivered by mail they shall both be placed in a third envelope for mailing convenience.

Payment to the Contractor will be made in cash from such funds as are legally available including proceeds from the sale of General Obligation Bonds and/or Revenue Bonds.

Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the Contract value of the work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor, subject to the approval of the Engineer, who will certify each approved estimate to the City Council for payment within thirty (30) days of acceptance by the Council. Such monthly payments shall in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made not earlier than thirty-one (31) days from and after the final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with the requirements stated in the specifications.

A Sales Tax Exemption Certificate will be available for all materials purchased for incorporation into the Project.

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 by Iowa Statutes.

The improvement project is being constructed and paid for pursuant to the provisions of Chapter 384 of the Code of Iowa.

The successful bidder will be required to furnish a bond in an amount equal to one hundred per cent (100%) of the Contract price, said bond to be issued by a responsible surety, approved by the Municipality and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Municipality from all claims and damages of any kind caused by the operation of the Contractor, and shall also guarantee the maintenance of the work contracted for a period of two (2) years from the time of acceptance of the improvements by the Municipality.

The Municipality reserves the right to reject any or all proposals and to waive informalities and technicalities as it shall deem for the best interest of the City.

Published upon order of the City Council of the City of Treynor, Iowa.

CITY OF TREYNOR

BY: Kelly Groskurth, City Clerk

