

## **NOTICE OF PUBLIC HEARING AND NOTICE TO BIDDERS**

### **NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 10th STREET PCC IMPROVEMENTS, IN AND FOR THE CITY OF VINTON, IOWA, AND THE TAKING OF BIDS FOR SUCH CONSTRUCTION.**

#### **NOTICE IS HEREBY GIVEN:**

Sealed proposals will be received by the City Coordinator of the City of Vinton, Iowa, at the City Hall, Vinton, Iowa, in said City until 2:00 o'clock p.m., on the 21st day of May, 2010, for the construction of 10th Street PCC Improvements, Vinton, Iowa, and for incidental construction related thereto, as described in detail in the plans and specifications for said improvement now on file in the office of the City Coordinator.

A Hearing will be held on the proposed plans, specifications, form of contract, and estimated cost for the improvement, on the 27th day of May, 2010, at 7:00 o'clock p.m., at the City Hall, Vinton, Iowa. At said hearing, any interested person may appear and comment for or against the making of the improvements or to the cost thereof.

Proposals will be considered by the City Council at a meeting to be held at the City Hall, Vinton, Iowa, on the 27th day of May, 2010, at 7:00 o'clock p.m.

All work and materials are to be in strict compliance with plans and specifications prepared by Crawford Engineering & Surveying, Inc. of Independence, Iowa, which, together with the proposed form of contract, have heretofore been approved by the Council, and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the Clerk on or before the time herein set for hearing and letting. All proposals shall be made on official proposal forms furnished by the Engineer and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City Clerk, Vinton, Iowa.

Each proposal shall be accompanied by a bid bond, certified check or cashier's check or certified credit union share draft in a separate sealed envelope in an amount equal to five per cent (5%) of the total amount of the proposal. If bid bond is submitted, it must be on the form provided with the Contract Documents. The certified check or cashier's check or share draft shall be drawn on a bank or credit union in Iowa or a bank or credit union chartered under the laws of the United States of America and made payable to the Treasurer of the Municipality as security that if awarded a contract by resolution of the Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificates of insurance. The check or 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 file acceptable performance and payment bonds or provide an acceptable certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the Council. No Bidder may withdraw a proposal for a period of thirty (30) days after the date set for opening bids.

The successful bidder will be required to furnish a performance and payment bond on approved forms 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.

The City 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 City reserves the right to reject any or all bids and waive formalities.

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

Payment of the cost of said project will be made in cash from such fund or funds of the City as are legally available for such purposes.

The contractor will be paid each month, ninety-five percent (95%) of the engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City Council, 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 month's work have been paid for in accordance with the requirements stated in the Specifications.

The City of Vinton is exempt from paying Sales and Use Tax and will supply the successful contractor with an "Iowa Sales Tax Exemption Certificate" to allow the Contractor to buy equipment and material for the project without paying Sales and Use Tax.

The work on this project shall commence ten (10) days after receipt by the Contractor of a written notice to proceed and shall be completed by October 15, 2010, subject to any changes in the contract period as provided for in these specifications and granted by the Council.

Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

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.

Plans and specifications governing the construction of the proposed improvements have been prepared by Crawford Engineering & Surveying, Inc., Consulting Engineers of Independence, Iowa, which plans and specifications, and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

