

RESOLUTION NO. 1224

RESOLUTION RE-SETTING BID DATE FOR THE OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE II.

WHEREAS, the City previously solicited bids for the Oliphant Street Sidewalk Improvements – Phase II (the “Project”) and received no bids; and

WHEREAS, the City Council has deemed it necessary and desirable to solicit bids again to see if the Project can be completed in this calendar year; and

WHEREAS, pursuant to Chapter 26 of the Code of Iowa, the City must publish notice of said bid date.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that sealed bids will be received for the Project until 2:00 p.m. on August 14, 2014 at City Hall, 110 N. Poplar Street, West Branch, Iowa. The City Administrator/Clerk is hereby directed to publish notice of said bid letting no less than 4 days prior to the bid date.

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Passed and approved this 4th day of August, 2014.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

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OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2
WEST BRANCH, IOWA.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, at City Hall, 110 North Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 14th day of August, 2014, for the construction of Oliphant Street Sidewalk Improvements – Phase 2 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 August 18th 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:

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2

Provide all labor, equipment and materials necessary to construct approximately 700 square yards of 5' wide sidewalk along Oliphant Street. This Sidewalk Improvements Project will include removal and replacement of 6" thick PCC driveways, removal of trees and bushes, removal of 59 feet of PCC Curb, installation of sidewalk ramps and detectable warning devices, sub-grade preparation, grading, construction staking, surface restoration, and miscellaneous associated work, including cleanup.

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.

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

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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 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 substantially completed, subject to any extensions of time which may be granted by the City Council, by November 7, 2014. Substantial completion is defined as all work except the seeding and final clean-up. The final completion date shall be June 1, 2015, 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

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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 jchambers@techiowa.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

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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.

By: Matt Muckler
City Administrator/Clerk
City of West Branch