

SECTION 00 10 00

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE BACKWASH FORCE MAIN FOR THE WATER TREATMENT PLANT FOR THE CITY OF MAXWELL, IOWA AND THE TAKING OF BIDS FOR SUCH CONSTRUCTION

PUBLIC HEARING

Notice is hereby given that the Council of the City of Maxwell in Story County, Iowa, will meet at the City Hall in Maxwell, Iowa, on the 10th day of June, 2026, at 6:00 o'clock, P.M., at which time and place any person may appear and file objections to the proposed plans, specifications and form of contract and estimated cost for the construction of the City of Maxwell WTP Filter Backwash Forcemain. At the public hearing, the Council will consider the plans and specifications, proposed form of contract and the 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 work, and at the same time and place, the Council will also receive and consider any objections to said plans, specifications and form of contract or cost of such project made by any interested party.

BID OPENING

Notice is also hereby given that sealed bid proposals will be received by the City of Maxwell, Iowa in the office of the City Clerk at the Maxwell City Hall, 107 Main Street, Maxwell, Iowa until 2:00 P.M. local time on the 2nd day of June, 2026 for construction of said project and work incidental thereto as hereinafter generally described and as detailed in the proposed plans, specifications and form of contract for said BACKWASH FORCE MAIN now on file in the office of the City Clerk, City Hall, Maxwell, Iowa.

Proposals received will be opened and tabulated at that time. The results of the bidding will be reported to the City Council at their meeting on June 10th, 2026, and the City Council will consider said proposals and take appropriate action thereon at said meeting or at such later time as then may be fixed.

DESCRIPTION OF WORK

The work includes all materials, labor and equipment necessary for excavation, backfill and sitework; treatment equipment, pumps, piping, and valves; cast-in-place reinforced concrete structures, and appurtenances; painting; mechanical, plumbing, and electrical work, including power wiring, controls, and instrumentation; surface restoration; testing, start-up; and miscellaneous associated work, including clean-up.

All work and materials are to be in strict compliance with plans and specifications prepared by Snyder & Associates, Inc. of Ankeny, 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 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 City Clerk, City Hall, 107 Main St, Maxwell, Iowa.

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 ten percent (10%) 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 Treasurer of the City 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 payment 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 file an acceptable performance and payment bond or provide a certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the Council. No bidder may withdraw a proposal within sixty (60) days after the date set for opening bids.

Bidders on this work will be required to comply with Contract Provisions, Equal Employment Opportunity Specifications, Non-discrimination Requirements, Minority Business Enterprise and Women's Business Enterprise Requirements, President's Executive Order No. 11246, Civil Rights requirements and other Federal Requirements required for the Clean/Drinking Water State Revolving Fund (SRF) Loan Program and as described in the Specifications. Bidders are required to demonstrate compliance with MBE/WBE/SBRA requirements in order to be deemed responsible. All bidders are required to submit such written documentation and other SRF/ Federal Requirements certifications to the Owner with their bid as listed on the Proposal Form and Instructions to Bidders.

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 Council hereby reserves the right to reject any or all bids and to waive informalities and irregularities in any bid received. The contract will be awarded to the lowest responsible, responsive bidder.

The successful Bidder will be required to furnish a performance bond and a payment bond on approved forms in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by a responsible surety approved by the Council, 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 City from claims and damages of any kind caused by the operation of the Contractor, and shall also guarantee the maintenance in good repair of all work and materials for a period of two (2) years after the completion and acceptance of the work by resolution of the Council. Payment to the Contractor will be made from cash on hand and from such funds as are legally available, including but not limited to, the proceeds of federal, state and local grants as may be obtained, the proceeds of the sale of warrants, as authorized by Section 384.57 of the Code of Iowa, and/or the proceeds of the sale of general obligation bonds and/or sewer 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 Council for payment on or before the 15th 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.

Final payment to the Contractor shall be made not earlier than 30 days after final acceptance of the work and receipt of all documents required in the Supplemental General Conditions contained in the contract documents. 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.

The contract work shall commence on or after the date specified in the written Notice to Proceed and shall be substantially complete within 180 consecutive calendar days as defined in the Supplemental General Conditions. All work shall be final completed within 240 consecutive calendar days after the Notice to Proceed.

Liquidated damages in the amount of \$500.00 per calendar day will be assessed for each day that the work is not substantially completed after the specified time.

Liquidated damages in the amount of \$500.00 per calendar day will be assessed for each day that the work is not final completed after the specified time.

The contractor will not be required to pay Iowa Sales and Use tax. The owner will issue a tax exempt certificate for contractor use.

Plans, specifications and proposed contract documents are on file for examination at the Office of the City Clerk. "Bidder's Proposals", Paper copies of the contract documents may also be obtained from SNYDER & ASSOCIATES, INC., 2727 SW Snyder Boulevard, Ankeny, Iowa 50023. Electronic contract documents are available at no cost by clicking on the "Bids" link at www.snyder-associates.com and choosing the "City of Maxwell WTP Filter Backwash Forcemain" project. Project information, engineer's cost opinion, and plan holder information is available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

Published upon order of the Council of Maxwell, Iowa.

CITY OF MAXWELL, IOWA

ATTEST: _____

By: _____

END OF SECTION