

NOTICE OF HEARING AND LETTING

Notice is hereby given that the City Council of Independence, Iowa will meet in the Council Chambers at City Hall, 331 First Street East, Independence, Iowa, at 5:00 p.m. on the 22nd day of August 2022, 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 rehabilitation of properties listed below and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk/Treasurer of the City of Independence, Iowa, at City Hall, 331 First Street East, Independence, Iowa, until 11:00 a.m. on the 22nd day of August 2022, for the projects listed below. Proposals will be opened, and the amount of the bids announced by the City Clerk/Treasurer at the time and date specified above. Proposals will be acted upon on August 22nd by said City in the Council Chambers at City Hall, 331 First Street East, Independence, Iowa, at 5:00 p.m.

The nature and extent of the improvements are as follows:

1	815 1st Avenue NE Independence, IA 50644	Electrical work/upgrades Insulation
2	202 19th Avenue NW, Lot 5 Independence, IA 50644	Plumbing Repair Furnace/Heat Source Replacement Water Heater Replacement Water Line Repair/Replacement Access/Ramp Improvements
3	111 5th Avenue NE Independence, IA 50644	Access/Ramp Improvements
4	317 3rd Street SE Independence, IA 50644	Siding Window Repair/Replacement Door Repair/Replacement Insulation
5	507 2nd Street SW Independence, IA 50644	Furnace/Heat Source Replacement

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/Treasurer of Independence, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk/Treasurer 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 for 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 INDEPENDENCE, 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 twenty (20) 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.

The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

The City Council reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem for the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) from the date of receiving bids.

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 as required by the specifications after its completion and acceptance by the City Council.

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 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.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as may be reasonably required. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the City shall issue a certificate that the work has been accepted by the City under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.