

# *Contract Documents*

*for*

## ***S W A V E R E C O N S T R U C T I O N P H A S E 2 – H W Y 1 7 T O W A T S O N***

*Prepared for:*

*City of Baxter  
203 S Main Street Baxter Iowa, 50028  
PO Box 415  
Baxter, IA 50028*



*Prepared by:*

*MSA Professional Services, Inc.  
1555 SE Delaware Ave, Suite F, Ankeny, IA 50021  
MSA PN: 00499056*



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***Prepared for:***

***City of Baxter  
203 S Main Street Baxter Iowa, 50028  
PO Box 415  
Baxter, IA 50028***



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Andrew J Inhelder                      Date  
License Number: 22862  
My license renewal date is December 31, 2026  
Pages or sheets covered by this seal:

All listed in Table of Contents

***Prepared by:***

***MSA Professional Services, Inc.  
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## **Table of Contents**

### **Bidding Information**

Notice to Bidders and Notice of Public Hearing .....	NBH-1 to NBH-4
Instructions to Bidders.....	IB-1 to IB-3
Proposal.....	PP-1 to PP-9
Statement of Bidder's Qualifications Form.....	SBQ-1 to SBQ-4
Bid Bond.....	BB-1 to BB-2
Contract.....	CT-1 to CT-6
Performance, Payment, and Maintenance Bond.....	PPM-1 to PPM-5
NPDES General Permit Contractual Requirements .....	GP-1 to GP-2

### **Special Provisions**

Code of Conduct.....	CC-1 to CC-2
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### **Appendices**

## **STANDARD SPECIFICATIONS**

The most recent editions, as per the project letting date, of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications, the Iowa Department of Transportation (Iowa DOT) Standard Specifications (where applicable), and the Iowa DOT Materials I.M.s (where applicable), shall apply to all work performed on this project unless otherwise noted herein, or within the Special Provisions included in the Contract Documents.

- In addition to the Contract Documents, the Contractor is required to have a copy of the most recent edition of the SUDAS Standard Specifications Manual on the job site at all times.
- A paper copy of the SUDAS Standard Specifications Manual may be purchased at the following link: [www.iowasudas.org/order-the-manuals/](http://www.iowasudas.org/order-the-manuals/).
- An electronic copy of the SUDAS Standard Specifications Manual may be found at the SUDAS website: [www.iowasudas.org](http://www.iowasudas.org). The electronic copy can be printed free of charge.

## **SUPPLEMENTAL SPECIFICATIONS**

The most recent edition of the City of Baxter SUDAS Supplemental Specifications shall apply to all work performed on this project unless otherwise noted herein. **The Contractor is required to have a copy of the most recent edition of the Supplemental Specifications on the job site at all times.**



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

### **S W AVE RECONSTRUCTION PHASE 2 – HWY 17 TO WATSON**

Jurisdiction of City of Baxter, Iowa Public Improvement Project

#### **Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement**

Notice is hereby given that a public hearing will be held by the City of Baxter on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **6:00 PM** on **May 27, 2025**, in the **City Council Chambers, City Hall, 203 S Main Street Baxter Iowa, 50028** for the **S W AVE RECONSTRUCTION PHASE 2 – HWY 17 TO WATSON** project.

#### **Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 PM** according to the clock in City of Baxter **City Hall, 203 S Main Street Baxter Iowa, 50028** on the **July 14, 2025**, at the reception desk in said **City Hall**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

#### **Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened and bids tabulated at **2:00 PM** on **July 14, 2025**, in said **City Hall, 203 S Main Street Baxter Iowa, 50028** for consideration by the City Council of City of Baxter, Iowa at its meeting on **July 21, 2025**, at **6:00 PM**, in the **City Hall Council Chambers**. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

#### **Commencement of Work**

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than August 4, 2025**, and shall be completed as stated below in the Completion of Work Section. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in **August 2025**.

#### **Contract Documents**

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the **City Clerk** and may be examined at Baxter City Hall, 203 S Main Street Baxter Iowa, 50028, Baxter, Iowa 50028.

An electronic copy of the Contract Documents is available at [www.QuestCDN.com](http://www.QuestCDN.com) or [www.msa-ps.com](http://www.msa-ps.com) under Bidding. Downloads of the Contract Documents require the user to register for a free membership for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link.

Effective July 1, 2010, per Senate File 2389 Iowa Code Chapter 26.3, paper copies of the BIDDING DOCUMENTS may be obtained at the office of MSA Professional Services, Inc., **1555 SE Delaware Ave, Suite F, Ankeny, IA 50021** upon receipt of a refundable deposit of \$75.00 for a half size (11" x 17") sets of plans. Any plan holder upon returning the BIDDING DOCUMENTS within 14 days after award of the project and in good condition will be refunded their deposit. Mailing costs for paper copies will be paid for by the Requestor. You must call 515-964-1920 in advance to reserve a paper copy.

### Preference of Products and Labor

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

**Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.**

### General Nature of the Public Improvement

#### **S W AVE RECONSTRUCTION PHASE 2 – HWY 17 TO WATSON**

**The S W Ave Reconstruction Phase 2 - HWY 17 to Watson project includes the reconstruction of S. West Avenue from HWY 17 to W. Watson Street and the addition of 5 ft sidewalk on the east and west side. Utility structures will be adjusted throughout the corridor including: sanitary and storm sewer.**

**The construction improvements include approximately 2,135 SY of 7" PCC 2,410 SY of Modified Subbase, 1,232 LF of subdrain 630 SY PCC Sidewalk. Other associated improvements include traffic control, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.**

### Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Baxter, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured 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; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Baxter. The bid shall contain no condition except as provided in the specifications.

The City of Baxter reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

### Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Baxter and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Baxter from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

### Title VI Compliance

The City of Baxter, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Baxter and the provisions stipulated in the Iowa Code.

### Sales Tax Exemption

The City of Baxter will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project

for which the tax exemption certificate is issued. The Contractor also must file appropriate lien waivers before final payment will be released.

#### Completion of Work

The Contractor shall substantially complete the project by no later than **July 31, 2026**. Substantially complete shall be defined as all utility and grading construction being completed, with the **new infrastructure being tested and put into service, including new streets, driveways, and sidewalks fully open to traffic**. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **\$1,000.00 per calendar day** will be assessed for work not completed within the designated Contract term(s).

**No work requiring inspection will be allowed on Saturdays or Sundays except with permission of the Engineer.**

The Contractor shall fully complete the project by no later than **September 30, 2026**. Fully complete shall be defined as all surface restoration being completed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **\$500.00 per calendar day** will be assessed for work not completed within the designated Contract term(s).

The City of Baxter does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Baxter, Iowa.

Dated at Baxter, Iowa, this **17<sup>th</sup> day of June, 2025**.

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Doug Bishop, Mayor

ATTEST:

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Lucas Battani, City Administrator/ City Clerk

Consulting Engineer  
MSA Professional Service, Inc.  
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IA 50021  
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515-964-1920