

Contract Documents

for

2026-1 Water System Improvements Beverly Drive New York Avenue to 92nd Street

*Prepared for:
Urbandale Water Utility
3720 86th Street
Urbandale, Iowa 50322*



*Prepared by:
Snyder & Associates
2727 SW Snyder Boulevard
Ankeny, IA 50023*



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Prepared by:

	<p>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.</p>
	<p> _____ 04 MAR 2026 Charles N. Kahlsdorf, P.E. Date</p> <p>License Number P23243 My License Renewal Date is December 31, 2027 Pages or sheets covered by this seal: <u>ALL PAGES</u></p>

Prepared by:

*Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023*

Bidding Information

NOTICE TO BIDDERS

WATER SYSTEM IMPROVEMENTS 2026-1 **BEVERLY DRIVE – NEW YORK AVENUE to 92nd STREET** URBANDALE WATER UTILITY 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 Urbandale Water Utility (UWU) on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **WATER SYSTEM IMPROVEMENTS (WSI) 2026-1 Beverly Drive – New York Avenue to 92nd Street** at its meeting at **3:30 P.M.** on the **14th day of April 2026**, at 3720 86th Street, Urbandale, Iowa 50322.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:00 A.M.** according to the clock in the UWU building on the **8th day of April 2026**, at 3720 86th Street, Urbandale, Iowa 50322. Sealed proposals will be opened by the UWU General Manager and bids tabulated at thereafter.

Time and Place Proposals Will be Considered

Bids will be considered by the UWU Board of Trustees at its Board meeting on the **14th day of April 2026** at **3:30 P.M.** They may award a Contract at said meeting, or at such other time and place as shall then be announced.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office at the Urbandale Water Utility and may be examined at 3720 86th Street, Urbandale, Iowa 50322.

An electronic copy of the Contract Documents is available at www.snyder-associates.com/bids for no cost and choosing the **WATER SYSTEM IMPROVEMENTS 2026-1 Beverly Drive – New York Ave to 92nd St.** Project information, estimated total cost, and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Snyder & Associates, Inc., 2727 SW Snyder Blvd, Ankeny, Iowa 50023, for a fee of Twenty-five Dollars (\$25.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-2020 in advance to reserve a paper copy.

General Nature of the Public Improvement

WATER SYSTEM IMPROVEMENTS 2026-1 **BEVERLY DRIVE – NEW YORK AVENUE to 92nd STREET**

The work to be done is as follows:

Reconstruct water main along Beverly Drive between New York Avenue and 92nd street in Urbandale, IA. Contractor shall furnish all labor, materials and equipment required for installing approximately 1,100 Linear Feet (LF) of 8” PVC water main with associated valves, hydrants, fittings, and service lines as outlined in the bid documents. This includes removal and replacement of sidewalk, driveways, and composite pavement; erosion control, traffic control, utility exploration, finish grading, sod placement, and other miscellaneous items described in the bid documents.

All work and materials shall comply with the proposed plans, specifications, and proposed form of contract now on file with the General Manager. Said documents are by reference made a part hereof, as though fully set out and incorporated herein.

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 UWU, 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 UWU. The bid shall contain no condition except as provided in the specifications.

Urbandale Water Utility 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 Urbandale Water Utility 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 UWU 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 Urbandale Water Utility in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.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, national origin, sex, age, or disability in consideration for an award.

Completion of Work

The Notice to Proceed is anticipated to be issued after execution of contract documents, bond, and insurance submittals.

The Contractor shall complete Stage 1 construction by August 8, 2026, and substantially complete the project by October 31, 2026. Stage 1 construction completion includes all work required to open New York Ave to traffic. Substantial completion includes having the water main installed and fully operational, parking lot and roadway granular surfacing completed, and ALL temporary erosion control measures are in place. Any delays due to weather, change orders, overruns of quantities, utility delays, or any other delays will not be considered as justification to modify the calendar date. Should the Contractor fail to substantially complete the work by the substantial completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the substantial completion date, until the project is substantially completed.

The Contractor shall fully complete the project by December 4, 2026, as weather conditions allow. Fully complete shall be defined as surface restoration being completed and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work by the completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the completion date is charged until project is fully completed.

The UWU 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.

Submit all questions to Snyder & Associates, Inc. via email to ckahlsdorf@snyder-associates.com or call 515-964-2020. All questions shall be submitted to Snyder & Associates, Inc. a minimum of five business days prior to the bid letting date.

This Notice is given by authority of the Board of Trustees of the Urbandale Water Utility, Urbandale, Iowa.

Dated, this ___ day of ___, 2026.

Ron Pogge
Vice Chairperson

ATTEST:

Neil Weiss
General Manager

Posted on Urbandale Water Utility website on the ___ day of ___, 2026.

Posted at Master Builders of Iowa Plan Room on the ___ day of ___, 2026.

NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR:

WATER SYSTEM IMPROVEMENTS 2026-1
BEVERLY DRIVE – NEW YORK AVENUE to 92nd STREET

URBANDALE WATER UTILITY PUBLIC IMPROVEMENT PROJECT

Public Notice is hereby given that a public hearing will be held by the Urbandale Water Utility on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **WATER SYSTEM IMPROVEMENTS 2026-1 Beverly Drive – New York Avenue to 92nd Street** at its meeting at **3:30 P.M.** on the **14th day of April 2026**, at 3720 86th Street, Urbandale, Iowa 50322.

The project location is on Beverly Drive between New York Avenue to 92nd Street in Urbandale, IA

At said hearing, the Urbandale Water Utility will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the office, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said UWU will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

The Urbandale Water Utility 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 Utility.

This Notice is given by authority of the Urbandale Water Utility.

Dated, this ____ day of _____, 2026.

Ron Pogge
Vice Chairperson

ATTEST:

Neil Weiss
General Manager

Published in the Des Moines Register on the ____ day of _____, 2026.

INSTRUCTIONS TO BIDDERS

Project Name:

Water System Improvements 2026-1 Beverly Drive – New York Avenue to 92nd Street

The work comprising the above referenced project shall be constructed in accordance with the listed Specifications and as further modified by Special Provisions included in the Contract Documents. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of **ten percent (10%)** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn 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 executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the Bid Bond is not acceptable. Bid security other than said Bid Bond shall be made payable to **Urbandale Water Utility**. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders and Notice of Public Hearing. It is the sole responsibility of the Bidder to see that its Proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any Proposal received after the scheduled time for the receiving of proposals will be returned to the Bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 1. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgement of Addenda if any have been issued
 - Part C – Bid Items, Quantities, and Prices
 - Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	<u>_____</u>
3.	<u>_____</u>
4.	<u>_____</u>
5.	<u>_____</u>
6.	<u>_____</u>

- Part G – Identity of Bidder

Sign the Proposal. The signature of the Proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted.

The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

III. UNBALANCED BIDS

Unbalanced bids may not be accepted.

IV. COMMENCEMENT OF WORK

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract. Start date of July 1, 2026. The work shall be diligently worked to completion.

The Contractor shall substantially complete the project by October 31, 2026. Substantial completion includes having the water main installed and fully operational, pavement surfacing completed, and ALL temporary erosion control measures are in place. Any delays due to weather, change orders, overruns of quantities, utility delays, or any other delays will not be considered as justification to modify the calendar date. Should the Contractor fail to substantially complete the work by the substantial completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the substantial completion date, until the project is substantially completed.

The Contractor shall fully complete the project by December 4, 2026, as weather conditions allow. Fully complete shall be defined as surface restoration being completed and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work by the completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the completion date is charged until project is fully completed.

V. PREFERENCE OF PRODUCTS AND LABOR

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

Completion date.

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.

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

VII. PAYMENT

Payment to the Contractor will be made in cash from such fund or funds as are legally available including, but not limited to, proceeds from the sale of General Obligation Bonds and/or Revenue Bonds.

VIII. SALES TAX EXEMPTION

The Urbandale Water Utility 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 shall provide to the City: company name, Federal ID number, contact person, phone number and the service being provided. The Contractor also must file appropriate lien waivers before final payment will be released.

IX. NON-DEBARRED CONTRACTORS AND SUBCONTRACTORS

The contractor and all of its subcontractors shall, at the time of bid opening and for the performance of this public works contract, be non-debarred contractors and not be ineligible contractors.

The bidder, by submission of a bid and under penalty of perjury, certifies that they or any other person associated therewith in the capacity of owner, partner, director, officer, manager, or persons acting in these capacities for any subcontractor:

- a. is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal or state agency;
- b. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal or state agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the Contract Documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.