

**NOTICE TO BIDDERS
FOR THE TAKING OF CONSTRUCTION BIDS FOR
TERMINAL SECURITY UPGRADES (ACS)**

AT THE
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **6th** day of **February 2025**, until **1:00 p.m.** for the reconstruction of the **Terminal Security Upgrades (ACS), Contract No. 00005819**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **6th** day of **February 2025**, until **1:00 p.m.**, and the proposals will be acted upon at such later time and place as may then be fixed.

PRE-BID MEETING

A pre-bid meeting for this project will be held on **January 15, 2025**, at 10:00 a.m in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors and City Officials.

RESIDENT BIDDER/NON-RESIDENT BIDDER

Attention of bidders is called to compliance with the provisions of the Resident Bidder/Non-Resident Bidder requirements.

Each bidder submitting a bid shall execute and include with the bid a Resident Bidder Certification or a Non-Resident Bidder Certification in the form(s) herein provided.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Waterloo.

SCOPE OF WORK

The **Terminal Security Upgrades (ACS)** project consists of an upgrade to the existing door Access Control System at and within the Waterloo Regional Airport terminal building.

The Access Control system will allow control of the Security Identification Display Area (SIDA) Line as well as controlling access to the Secured and Sterile areas. This control system upgrade will have door contacts allowing the monitoring personnel to know the status of each door upon a glance. Access controls for the automated exterior gates will also receive upgrades.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and all items shall be completed within **seventy-five (75) calendar days**.

PLANS AND SPECIFICATIONS

Plans and Specifications governing the construction of the proposed improvements have been prepared by AECOM, which plans and specifications, 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 shall be executed in compliance therewith.

Complete digital Plans and Specifications are available at www.questcdn.com. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project #9483240 on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Optional paper copies of the Plans and Specifications are available from AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, upon receipt of a \$25.00 deposit (CHECK ONLY). Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Waterloo AECOM office listed above by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

Please DO NOT obtain Bid Documents from any source other than Questcdn.com or through the AECOM Waterloo office as listed above. Obtaining documents through any other source could prevent Bidder from being included on the official AECOM Plan Holders List which, in turn, may cause the Bidder to not receive addenda or other time-sensitive / bid-critical documents. The City has the right to reject any bids that do not have current bidding documents included in the proposal.

The deposit policy shall apply to the prime contractor awarded the project for all plans and specifications obtained and distributed by the prime contractor to their subcontractors and suppliers in determining the prime contractor's bid, if the prime contractor wishes for their deposit to be returned.

Upon award of project, the prime contractor shall be supplied with the needed number of plans and specifications at no additional cost.

EXAMINATION OF PROPOSED WORK

Bidders are strongly encouraged to visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Instructions to Bidders, the Specifications or related documents.

Bidders shall arrange an individual site visit prior to Bidding by contacting the Airport Director at (319) 291-4483.

PREPARATION OF BIDS

- a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price, and Total Bid. The computer-generated spreadsheet shall include all the information listed in that portion of the Form

of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

- b) The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, schedule items resulting in a bid on a unit of construction, or a combination thereof, etc. When the Bid Form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- c) Unless called for, alternate bids will not be considered. Contractors shall submit pricing on all alternate bid items.
- d) Modifications of bids already submitted will be considered if received at the City Clerk's Office by the time set for closing of bids. Telegraphic modifications will be considered but should not reveal the amount of the original or revised bid.
- e) In preparing the bid, the bidder shall specify the price, written legibly in ink or with the typewriter, at which the Contractor proposes to do each item of work. The unit price shall be stated in figures in the blank space provided (i.e., \$7.14). In items where unit price is required, the total amount of each item shall be computed at the unit prices bid for the quantities given on the Bid Form and stated in figures in the blank space provided.

If the bidder chooses to submit the unit prices, total bid price, and total bid on a computer-generated spreadsheet, all numbers shall be easily legible.

- f) Any changes or alterations made in the Bid Form, or any addition thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the Contractor reserves the right to accept or reject a contract awarded him by the City Council of Waterloo. Bids in which the unit prices are obviously unbalanced may be rejected.
- g) If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, 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 is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.

SUBMISSION OF BIDS

- a) A bid must be sealed in an envelope and marked to indicate its contents. If forwarded by mail, the envelope shall be mailed to the City Clerk/Auditor. All bids must be filed with the City Clerk/Auditor of the City of Waterloo at their office in the City Hall before the time specified for closing bids.
- b) Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City of Waterloo, Iowa, that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- c) Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

MARKING AND MAILING BIDS

Envelopes containing bids must be sealed and addressed to the City Clerk, 715 Mulberry Street, Waterloo, IA 50703; and marked in the upper left-hand corner as follows:

Bid of (Name and Address of Contractor) for TERMINAL SECURITY UPGRADES (ACS),
Waterloo, Iowa, IDOT CSVI Project No. 9I240ALO200.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the City Clerk’s Office after the exact time set for closing of bids will not be considered. However, a modification which is received from an otherwise successful bidder, and which makes the terms of the bid more favorable to the City of Waterloo, will be considered at any time it is received and may therefore be accepted. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for closing of bids.

ERRORS IN BID

Bidders or their authorized agents are expected to examine the Maps, Drawings, Specifications, Circulars, Schedule and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

ACCEPTANCE OF BIDS

The City reserves the right to reject any or all bids and to waive informalities in the bids submitted that might be in the best interest of the City. The project will be awarded to the lowest most responsive responsible bidder for the total bid or for the total bid including alternate bid items. Award will be made based on City of Waterloo funding availability. It is anticipated that acceptance of the Form of Bid or Proposal will be on or before **February 6, 2025**. Once the City Council has approved the contract on **February 6, 2025**, the Notice to Proceed will be issued. The City would like the project completed as early as possible in 2025.

PERFORMANCE & PAYMENT BONDS

The successful bidder will be required to furnish a “Performance Bond” and a “Payment Bond” within ten (10) days after forms are presented to him 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 of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

MAINTENANCE BOND

Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a two-year (2) bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as “Maintenance Bond,” and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

INSURANCE

The Contractor shall purchase and maintain insurance to protect the Contractor and the Waterloo Regional Airport against all hazards enumerated herein throughout the duration of the Contract. All policies shall be in the amounts, form, and companies satisfactory to the Waterloo Regional Airport.

Workmen employed by the Contractor, or his subcontractors shall be covered by Workmen's Compensation insurance as provided for by the Code of Iowa. Before beginning work on the project, the successful bidder shall furnish Certificate of Insurance for public liability and motor vehicle liability covering all operations performed by the Contractor and any subcontractor. The Certificate shall be effective during the life of the project or for a period of at least ten (10) days following the filing of written notice of cancellation and shall protect the public and any person from injuries or damages sustained by reason of carrying on the work involved in the project.

The minimum limits of liability shall be as follows:

Comprehensive General Liability Insurance

General Aggregate Limit	\$ 2,000,000.00
Product -- Completed Operations Aggregate Limit	\$ 2,000,000.00

Each Occurrence Limit	\$ 2,000,000.00
<u>Comprehensive Automobile Liability Insurance</u>	\$ 1,000,000.00

The Contractor shall have the City of Waterloo, Iowa, and AECOM Technical Services, Inc., named as an "Additional Named Insured".

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – 49 CFR PART 29

The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration's "Excluded Parties Listing System" will not be considered for award of contract.

AFFIRMATIVE ACTION PROGRAM

The successful bidder and any subcontractors will be required to execute and have approved an Affirmative Action Program or Update before beginning work on the project, if they have been awarded an aggregate of \$10,000.00 in City projects during the current calendar year.

CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character, and location of the work, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, all other matters which can, in any way, affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

METHOD OF PAYMENT

The successful bidder will be required to submit a schedule of values for lump sum items. The schedule of values will be utilized to issue percent lump sum complete pay estimates. The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed, and materials delivered, and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

The Contractor is hereby notified that if the City does not have cash on hand to pay monthly pay estimates, according to Chapter 384.57 of the Code of Iowa, payment may be made by anticipatory warrants issued bearing a rate of interest not exceeding that permitted by Chapter 74A, Code of Iowa.

CARE OF WORK

The Contractor shall be responsible for all damages to person or property that occur as a result of negligence in connection with the execution of work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the City.

The Contractor shall provide sufficient watchmen, both day and night; including weekends and holidays, from the time the work is commenced until final completion and acceptance, except when work being performed does not require protection. The Contractor shall be responsible for any loss of work, materials, equipment, or time due to the acts of any person on the project site. Therefore, it is the responsibility of the Contractor to determine when a watchman is needed.

The Contractor shall avoid damage to existing building, driveway, electrical systems, except those which are to be replaced or removed. Any damage caused by the Contractor's operation shall be completely repaired at no expense to the Owner.

The Contractor shall leave the work site in a neat and clean condition after completion of work.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the FORM OF BID OR PROPOSAL, plus authorized extensions, the Contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars (\$500.00) per day, for each day, as further described herein, in excess of the authorized time.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work, the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering, and contract administration.

SUBCONTRACTS

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced in this contract.

REVIEW BY THE CITY OF WATERLOO

The City of Waterloo, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract provided, however, that all instructions and approval with respect to the work will be given to the contractor only by the City of Waterloo through its authorized representative or agents.

INSPECTION

The contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the City of Waterloo will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.

WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City of Waterloo free from any claims, liens, or charges. Neither the contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City of Waterloo. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the ____ day of _____, _____.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

