

NOTICE TO BIDDERS
For the Taking of Construction Bids for the
Runway 18-36 Rehabilitation within
Runway 12-30 Safety Area
FAA #3-19-0094-0XX-2025

AT THE WATERLOO REGIONAL AIRPORT
In the City of 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 17th day of **April, 2025**, until **1:00 p.m.** for **Runway 18-36 Rehabilitation within Runway 12-30 Safety Area**, 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 17th day of **April 2025**, at **1:00 p.m.**, and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

PRE-BID MEETING

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

PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m.** on **April 21, 2025**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

SCOPE OF WORK

The project for the improvements at the Waterloo Regional Airport, Waterloo, Iowa, consists of:

- Rehabilitation of Runway 18/36 and Runway 12-30 intersection with 4-inch mill and overlay of the pavement within the Runway Safety Areas.
- Grooving of the new runway pavement.
- Pavement marking for the new pavement.
- Restoration along the edge of the new pavement.

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 shall be completed according to the terms of the entire contract within **sixty (60) calendar days** from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages in the amount of \$500.00 per calendar day for each day in excess of the authorized contract time. In addition, the Runway 18/36 closure for Phase 1 work shall be limited to **ten (10) calendar days**. Failure to complete Phase 1 work and re-open Runway 18-36 and Runway 12-30 to traffic within the allotted time will result in assessment of liquidated damages in the amount of \$500 per calendar day for one (1) to four (4) calendar days, \$5,000 per calendar day for five (5) to nine (9) calendar days and \$10,000 per calendar day for ten (10) or more calendar days allotted in the contract. It is anticipated that construction will start in the Fall of 2025.

METHOD OF PAYMENT TO CONTRACTOR

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.

PLANS AND SPECIFICATIONS

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 **#9553528** 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 \$30.00 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.

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

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest bid.

The City reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities in the bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed **ninety (90) days** from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and preference will be given to local domestic labor in the construction of the improvements.

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

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 of 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.

BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

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.

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals.

The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

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 overall contract period of 60 calendar days, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars (\$500.00) per calendar day, for each calendar day, as further described herein, in excess of the authorized time.

Calendar days beyond the specified overall contract period of 60 calendar days for which Liquidated Damages will be charged will be calendar days that the contractor does or could have worked. Partial working days will be considered as a full working day. Calendar days chargeable for Liquidated Damages will include rain days, weekends, and legal holidays.

Liquidated damages will be assessed for work that is not completed within ten (10) calendar days from the date work commences in the Phase 1 work area at a rate of \$500 per calendar day for one (1) to four (4) calendar days over, \$5,000 per calendar day for five (5) to nine (9) calendar days over and \$10,000 per calendar day for ten (10) or more calendar days over the allotted time in the contract.

Calendar 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 calendar 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

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.

SITE INSPECTION

Bidders are expected to visit the locality of the work and to make their own estimate of the facilities needed and the difficulties attending the execution of the proposed Contract, including local conditions.

TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. 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. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

All proposals must be received at the address indicated herein above prior to the time and date specified for receipt of bids. Bids received after the specified time and date will be returned unopened. The City of Waterloo shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

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.

MINIMUM WAGE RATES

If the wage determination of the Department of Labor incorporated in the advertised specifications does not include rates for classifications deemed appropriate by the bidder, the bidder is responsible for ascertaining the rates payable for such use in accomplishing the work. No inference concerning practice is to be drawn from their omission. Further, the omission does not, per se, establish any liability to the Government for increased labor costs resulting from the use of such classifications.

EQUAL EMPLOYMENT OPPORTUNITY – EXECUTIVE ORDER 11246 AND 41 CFR PART 60

The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

GOALS FOR MINORITY AND FEMALE PARTICIPATION – EXECUTIVE ORDER 11246 AND 41 CFR PART 60

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
Timetables:
Goals for minority participation for each trade 4.7%
Goals for female participation in each trade 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

CERTIFICATION OF NONSEGREGATED FACILITIES – 41 CFR PART 60

A certification of Nonsegregated Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. Contractors receiving federally assisted construction contract awards exceeding \$10,000, which are not exempt from provisions of the Equal Opportunity Clause, will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. The penalty for making false statements in offers in prescribed is 18 U.S.C. 1001.

DISADVANTAGED BUSINESS ENTERPRISE – 49 CFR PART 26

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of 8.4 percent participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal.

DAVIS-BACON ACT, AS AMENDED – 29 CFR PART 5

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

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.

FOREIGN TRADE RESTRICTION – 49 CFR PART 30

The Bidder and Bidder's subcontractors, by submission of an offer and/or executive of a contract, is required to certify that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one of more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

BUY AMERICAN CERTIFICATE – AVIATION SAFETY AND CAPACITY ACT OF 1990

This contract is subject to the "Buy American Preferences" of the Aviation Safety and Capacity Act of 1990. Per Title 49 U.S.C. Section 50101, all steel and manufactured products installed under an AIP assisted project must be produced in the United States unless the Federal Aviation Administration has granted a formal waiver.

As a condition of bid responsiveness, Bidders must complete and submit as part of their proposal the enclosed Buy American certification. Bidder must indicate whether it intends to meet Buy America preferences by only installing steel and manufactured products produced with the United State of America; or if it intends to seek a permissible waiver to the Buy America requirements.

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 Runway 18-36 Rehabilitation within Runway 12-30 Safety Area, FAA Project No. 3-19-0094-0XX-2025

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA