

**NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract,
and Estimate of Cost and the**

**NOTICE TO BIDDERS
For the Taking of Construction Bids
For the
REHABILITATE WEST TERMINAL APRON

AT THE WATERLOO REGIONAL AIRPORT
In the City of Waterloo, Iowa**

FAA AIP PROJECT NO. 3-19-0094-046

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 **June 14, 2018, until 1:00 p.m.** for **Rehabilitate West Terminal Apron**, 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 First Floor Conference Room at City Hall in the City of Waterloo, Iowa, on the **June 14, 2018, at 1:00 p.m.**, local time, 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 in the Second Floor Conference Room of the Terminal Building at the Waterloo Regional Airport at **1:00 p.m., Local Time, on June 8, 2018.**

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 June 18, 2018**, said hearing to be held in the Harold E. Getty Council Chambers in the City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by the AECOM are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

SCOPE OF WORK

The work to be performed in this project shall include the following described improvements at the Waterloo Regional Airport, Waterloo, Iowa:

- Reconstruction of the West Terminal Apron including removal of the existing bituminous apron pavement ranging in thickness from eight (8) to twelve and one-half (12 ½) inches in thickness.
- Removal and replacement of the existing base and subbase materials.
- Installation of approximately 1,000 tons of bituminous base course.
- Installation of approximately 3,400 square yards of 12-inch thick Portland Cement Concrete Pavement.
- Reconstruction and installation of three (3) storm sewer structures.

- Installation of fifty (50) aircraft tie down anchors.
- Pavement marking of the new apron area.
- Site restoration.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) calendar days after receipt of "Notice to Proceed" and shall be completed in sixty-five (65) 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.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against 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

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.

Copies of the plans and specifications and wage rate decision are on file and may be inspected at:

Office of Director of Aviation	or	AECOM
Waterloo Regional Airport		501 Sycamore Street, Suite 222
2790 Livingston Lane		Waterloo, Iowa 50703
Waterloo, Iowa 50703		

Plans and Specifications may be obtained by applying to the AECOM office listed above. Requests shall include street address for delivery of documents.

A \$30.00 deposit is required for each set of Bidding Documents. Said \$30.00 deposit is fully-refundable if the Bidding Documents are returned in usable condition (i.e. free of highlights, ink markings, tears, stickers, water stains and soiling) to the Engineer's Office by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any 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. Payment shall be by check only.

This deposit policy shall also 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.

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest total 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 with the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

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.

MAINTENANCE BOND

Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a 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.

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.

PREDETERMINED WAGE RATE

Predetermined wage rates shall apply to all work on this project in accordance with General Decision No. IA180001. In addition, the Prime Contractor shall submit certified payrolls for itself and each approved subcontractor weekly to the project Engineer. The Contractor may use the Iowa DOT Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.

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 specified contract period, 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.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the contractor does, or could have worked, from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sunday if no work is done, and legal holidays.

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 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 7.33 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 produce 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 Rehabilitate West Terminal Apron, Waterloo Regional Airport, Waterloo, Iowa, FAA AIP Project No. 3-19-0094-046.

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 _____ 2018.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

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