

**NOTICE TO BIDDERS**  
**for the Taking of Construction Bids**  
**for the**  
**REHABILITATE RUNWAY, TAXIWAY AND APRON**  
**AT THE OELWEIN MUNICIPAL AIRPORT**  
**in the City of Oelwein, Iowa**

**FAA AIP PROJECT NO. 3-19-0067-012**

**RECEIVING OF BIDS**

Sealed proposals will be received by the City Clerk of the City of Oelwein, Iowa, at her office in the City Hall of the said City on the 21<sup>st</sup> day of April, 2022, until 10:00 a.m. local time, for the construction of the **REHABILITATE RUNWAY, TAXIWAY AND APRON**, as described in detail in the plans and specifications now on file in the Office of the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662.

**OPENING OF BIDS**

All proposals received will be opened in open meeting to be held in the Council Chambers in the City Hall in the City of Oelwein, Iowa, on the 21<sup>st</sup> day of April, 2022, at 10:00 a.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 Terminal Building at the Oelwein Municipal Airport, Oelwein, Iowa, at 9:00 a.m., Local Time, on April 14, 2022.

**SCOPE OF WORK**

The work to be performed in this project shall include the following described improvements to the Oelwein Municipal Airport, Oelwein, Iowa:

Concrete Pavement Joint Clean and Sealing, Concrete Pavement Crack Routing and Sealing, Partial and Full Panel Portland Cement Concrete Pavement Repairs and Airfield Pavement Marking for Apron, Taxiway and Runway.”

**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 in forty-five (45) 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.

**PAYMENTS**

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the Contract value of the work completed, including materials and equipment delivered to the job site during the preceding calendar month, and will be based upon an estimate prepared on the first day of each month by the Contractor, checked by the Engineer and submitted to the City on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally completed. The balance of the five percent (5%) due the Contractor will be paid not earlier than thirty-one (31) days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the Specifications.

## **PLANS AND SPECIFICATIONS**

Copies of the bid documents, including project drawings and technical specifications, are on file and may be inspected at the office of the City Clerk, City of Oelwein, 20 Second Avenue SW, Oelwein, Iowa, and the office of AECOM, 500 SW 7th Street, Suite 301, Des Moines, Iowa 50309, or 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703.

Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents, free of charge, by inputting Quest project #8151279 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.

An optional paper set of project documents is available from our Waterloo AECOM office with a deposit of **\$25.00**. Said \$25.00 deposit is **fully-refundable if the Bidding Documents are returned in good condition within 14 days of the bid opening. PAYMENT SHALL BE BY CHECK ONLY.**

## **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, readvertise for new bids, and to waive informalities in the bids submitted that may be in the best interest of the City.

Bids may be held by the City of Oelwein, Iowa, for a period not to exceed sixty (60) 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.

## **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 Quantity) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Oelwein 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**

Each Proposal will be accompanied in a separate labeled and sealed envelope by a certified check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or bid bond in the amount of five percent (5%) of the total amount bid, made payable to the order of the City of Oelwein, Oelwein, Iowa. The check must not contain any condition in the body or endorsement thereon. The checks or bid bonds of the two lowest Bidders will be retained until the low bidder has been designated and a Contract is approved. Other bid securities will be returned within forty-eight (48) hours after bid opening. A successful Bidder's bid security shall be forfeited to the City as liquidated damages in the event the Bidder fails or refuses to enter into a Contract within fifteen (15) days after the bids are received and post bond satisfactory to the City insuring the faithful fulfillment of the Contract. Bidder shall use the Bid Bond form provided in the Specifications.

## **PERFORMANCE AND PAYMENT BONDS**

The successful Bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the Contract price. The bond of any surety company authorized by the Commission of Insurance of the

State of Iowa to do business in the State of Iowa, and which has filed its Certificate of Authority with the Clerk of Court, will be accepted as security for any Contract.

### **PREDETERMINED WAGE RATE**

Predetermined wage rates shall apply to all work on this project in accordance with Iowa General Decision No. IA20220081. 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, liquidated damages will be assessed for work that is not completed according to the overall contract time at a rate of \$500.00 per calendar day.

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 City officials, the prime contractor, and all subcontractors, if any.

### **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 Oelwein.

### **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 Oelwein 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.*

## **CIVIL RIGHTS – TITLE VI ASSURANCES**

The **City of Oelwein, Iowa**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

## **REQUIREMENT FOR AFFIRMATIVE ACTION**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
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:
  - a. Timetables
  - b. Goals for minority participation for each trade 2.0%
  - c. 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 covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the

subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Iowa, Fayette County, and City of Oelwein.

#### **NON-SEGREGATED FACILITIES REQUIREMENTS**

1. Notice to Prospective federally-assisted construction contractors:
  - a. A Certification of Non-Segregated Facilities shall 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.
  - b. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following 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.
  - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.
2. Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:
  - a. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
  - b. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this 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.
  - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

#### **DISADVANTAGED BUSINESS ENTERPRISE**

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 **3.4 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**

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.

#### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify that each lower tier participant of a "covered transaction" under the project is not presently debarred or

otherwise disqualified from participation in this federally-assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>.
- ii. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

#### **TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. 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);
- b. 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 or more citizens or nationals of a foreign country on said list;
- c. 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.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC Section 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy American Certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

**DRUG-FREE WORKPLACE**

The contractor and all subcontractors agree to comply with the Drug-Free Workplace Act of 1988 - 41 USC 702 through 706.

**MARKING AND MAILING BIDS**

Envelopes containing bids must be sealed and addressed to the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662, and marked in the upper left hand corner as follows:

Bid of \_\_\_\_\_ (Name and Address of Contractor) \_\_\_\_\_ for Rehabilitate Runway, Taxiway and Apron, Oelwein Municipal Airport, Oelwein, Iowa, FAA AIP Project No. 3-19-0067-012.

To be opened in City Hall Council Chambers at 10:00 O'clock Local Time, April 21, 2022.

Published by authority of the City of Oelwein, Iowa.

By:

Dylan Mulfinger, City Administrator

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