

DIVISION 1 - NOTICE TO BIDDERS / INVITATION FOR BIDS

OWNER: **FAIRFIELD MUNICIPAL AIRPORT / CITY OF FAIRFIELD**
2013 Airport Drive, Fairfield, Iowa 52556 / 118 S Main Street, Fairfield, Iowa, 52556

PROJECT: **RECONSTRUCT TAXIWAY TO T-HANGARS – PHASE 2; STATE PROJECT #:**
91190FFL100

One (1) sealed proposal from each prospective Bidder will be received by the CITY OF FAIRFIELD at 118 South Main Street, Fairfield, Iowa 52556 until **2:00 PM on Friday, March 29, 2019** for the construction of RECONSTRUCT TAXIWAY TO T-HANGARS – PHASE 2 at which time bids will be publicly opened and read. Faxed proposals will **not** be accepted. Electronic bids **will not** be accepted. Sealed bids must be submitted in an envelope marked: Bid for RECONSTRUCT TAXIWAY TO T-HANGARS – PHASE 2; STATE PROJECT #: 91190FFL100.

The project work consists of the following major items and approximate quantities:

Remove PCC Pavement – 500 SY, Remove Bituminous Pavement – 460 SY, Unclassified Excavation – 560 CY, 17” Aggregate Base Course – 1,120 SY, Separation Fabric – 1,120 SY, 6” PCC Pavement – 1,000 SY, Pavement Marking – Yellow – 110 SF, Seeding and Mulching – 0.11 Ac, Hangar Door Floor Sockets – 8 Each

Copies of the Contract Documents including Project Drawings and Technical Specifications, Instruction to Bidders, form of proposals, form of agreement may be inspected at: Office of the Airport Manager, FAIRFIELD MUNICIPAL AIRPORT, 2013 Airport Drive, Fairfield, Iowa 52556 and Office of Crawford, Murphy & Tilly, Inc., 3300 69th Avenue, Ste. 2, Moline, Illinois 61265 or as noted below.

A visit to the project site can be coordinated with Mr. Robert Lyons at (641) 472-3166

Instruction to Bidders, form of proposals, form of agreement, specifications will be available on **Monday, March 11, 2019**. A complete set of bid documents may be obtained by contacting Mr. Travis Strait, P.E. of Crawford, Murphy and Tilly Inc., 3300 69th Ave., Suite 2, Moline, IL 61265 by phone at 309-278-6214. Electronic copy of bids documents will be provided via downloadable link at no cost. A \$50 deposit for printed copies will be required. A refund shall be made upon returning the Contract Documents in good condition within 14 days of the project award.

Only bids from plan holders registered through Crawford, Murphy and Tilly Inc. will be accepted.

All addenda issued for this contract shall also be available through Crawford, Murphy and Tilly Inc. to registered plan holders as they become available.

A bid bond, cashier's check, or a certified check made payable to the order of the City of Fairfield in the amount of 10 percent (10%) of the total bid must be deposited by each bidder with his bid as guarantee that in case the contract is awarded to him, he will within fifteen (15) days thereafter, upon receipt of written notice of award, execute such contract and furnish a satisfactory performance bond. Upon failure to do so, he shall forfeit the deposit as liquidated damages and acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.

The checks or bid bonds of all, except the three (3) lowest responsible bidders, will be returned within ten (10) days after the bids are opened and read. The remaining checks or bid bonds will be refunded as soon as the contract and bond have been properly executed and approved.

Notice of Requirement for Affirmative Action (AA) to Ensure Equal Employment Opportunity (EEO). The Iowa Civil Rights Act of 1965, as amended; current Iowa Administrative Rules; and Iowa Executive Order 15 shall constitute the specific EEO/AA standards for the Contractor's company-wide

activities and for subcontracts. EEO and AA requirements will apply to all contracts that equal or exceed \$10,000.00. The requirements will also apply to any subcontracts that equal or exceed \$10,000.

Civil Rights Act of 1964, Title VI – Contractor Contractual Requirements. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest is required to meet the requirements of Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 – to the end that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

TSB Statement. The airport sponsor hereby notifies all bidders that it will affirmatively assure that Targeted Small Business (TSB) are 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, or sex in consideration for an award. This will be done in accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4.

Failure to carry out the TSB obligations and requirements described in these contract documents and in any referenced regulations constitutes a breach of contract.

TSB Requirement. The requirements of Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4, apply to this contract. It is the policy of the Airport Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids / proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a TSB. A TSB contract goal of 0 % has been established for this contract.

Foreign Corporations.

A. Before entering into a contract involving construction or maintenance work, corporations organized under the laws of any other state shall file with the Contracting Authority a certificate from the Secretary of State of the State of Iowa showing that they have complied with all of the provisions of Chapter 490, Code of Iowa, governing foreign corporations. For contracts involving only the furnishing of materials, the foregoing requirement does not apply.

B. When a contract not involving Federal-aid participation for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference is equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

C. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

D. Any joint venture that includes a nonresident bidder will be considered nonresident, and the preference rule will be used.

Statement of Qualifications Requirements. Each prospective bidder, in evidence of competence, to perform the type of construction or related construction required by the project description, shall furnish to the Fairfield Municipal Airport, City of Fairfield as a part of their prospective proposal, a current, certified or photostatic copy of a "Certificate of Eligibility" issued by the Iowa Department of Transportation in accordance with IADOT's instructions for Prequalification of Contractors.

As an alternative to Iowa Department of Transportation pre-qualification, a contractor may submit a statement of experience and financial capability to the Airport along with their bid. Said statement shall provide information regarding the successful completion of a minimum of three projects of similar scope

and magnitude within the last two (2) years including project reference who can verify the contractor's role and satisfactory experience performing similar work. The statement will also provide a summary of any outstanding liens or judgments against the contractor or other factors that may interfere with the completion of this work. Finally, the Contractor shall provide a general summary of financial capability. Failure to demonstrate experience or financial capability will be considered cause for disqualification of a bidder.

Additional information may be requested after the receipt of bids to further determine that a contemplated awardee is fully qualified to receive the award. Such statements and information shall be furnished immediately upon request.

Sales Tax. The Contractor will be exempt from payment of the Iowa State Sales Tax on construction materials to be incorporated in The Work. The City will provide tax-exempt certificates to the Contractor for the Contractor's use.

The exemption applies only to construction materials and does not cover any transportation tax on fuel, lubricants, spare parts, and items of construction equipment belonging to the Contractor, which will not be incorporated in The Work. The Contractor shall pay all transportation costs and demurrage incurred in connection with the furnishing of all materials to the project site.

The consignment authority as granted herein by the City is to the Contractor. Should the Contractor employ subcontractors and others who furnish construction materials, which are to be incorporated in The Work, it will be necessary for the Contractor to authorize the consignment of such materials to the City in care of the Contractor for shipment to the project site. The Contractor will be held responsible for the extension of this consignment authority.

Additional Notices:

Liquidated Damages are provided in the Contract Proposal and Contract Agreement.

To be responsive, the bidder must complete all information required by the proposal form in full.

Modification to bid documents may only be made by written addendum.

Bids may be held by the City of Fairfield for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

This Section and all subsequent sections are complementary to each other and all together constitute the full obligations of all parties.

All proposals must be made on forms furnished within this set of Contract Documents.

The successful bidder will be required to furnish performance and payment bond satisfactory to the owner in the amount of the contract.

The owner reserves the right to waive or not to waive any irregularities in the bids and to reject any or all bids and to determine which is the lowest and best bid or combination of bids for the improvements.

By order of: City of Fairfield
Aaron Kooiker, City Administrator

Monday, March 11, 2019

Date