

**NOTICE TO BIDDERS**

CITY OF MONTICELLO, IOWA  
MONTICELLO REGIONAL AIRPORT (MXO)  
FAA AIP Project No. 3-19-0061-008-2017

Sealed bids for the work comprising the improvement as stated below must be filed before **10:00 A.M.** according to the clock in the office of the **Monticello City Clerk** on **Wednesday, May 31st, 2017**, in the office of the **Monticello City Clerk, Monticello City Hall, 200 East First Street, Monticello, Iowa**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at **10:15 A.M.** on **Wednesday, May 31st, 2017**, in the **Monticello City Hall** for consideration by the **Monticello City Council** at its meeting at a date **To Be Determined**, following ruling by the FAA on submitted Funding Application.

Work on the improvements may commence in accordance with the written Notice to Proceed and not prior to August 1, 2017 following approval of the contract by the Monticello City Council, and be completed as stated below. The work shall be performed regularly and diligently throughout the duration of the project.

**Contract Documents**

Copies of the bid documents including instructions to bidders, technical specification, standard terms and conditions and proposal forms may be obtained from the following location:

- Snyder & Associates, Inc., 5005 Bowling Street SW, Suite A, Cedar Rapids, IA 52404

**Questions regarding bids shall be directed to Troy A. Culver, P.E. or A.J. Barry, E.I. at the above address or 319-362-9394.**

**A pre-bid conference will not be held. Please call with any questions.**

The contract documents are available with the Monticello City Clerk and may be examined at the Monticello City Hall, 200 East First Street, Monticello, Iowa. Copies of the project documents may be obtained from Snyder & Associates, Inc. 5005 Bowling Street SW, Suite A Cedar Rapids, Iowa upon payment of \$100 deposit. Deposit shall be refundable upon return of the contract documents in a reusable condition within 14 days after the award of the project. Electronic contract documents are available at no cost by clicking on the "Bids" link at [www.snyder-associates.com](http://www.snyder-associates.com) and choosing the 2017 Tee Hangar Project from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com)

**Specifications will be available for distribution starting Tuesday, May 2nd, 2017. Contact A.J. Barry, E.I. via phone: (319) 362-9394, Fax: (319) 362-9448, or e-mail: [ajbarry@snyder-associates.com](mailto:ajbarry@snyder-associates.com).**

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, 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. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

The project will involve the following major work items and estimated quantities. Prospective bidders will be required to provide unit costs for the Bid Option 1, Bid Option 2, and Bid Alternate A.

**BID OPTION 1:**

- **58' x 216' Eight-Unit Nested Tee Hangar, Complete**
- **Unclassified Excavation and Topsoiling**
- **PCC Pavement (6"), with Granular Base**
- **Seeding, Fertilizing, and Mulching**
- **Electrical Service Extension**

**BID OPTION 2:**

- **58' x 264' Ten-Unit Nested Tee Hangar, Complete**
- **Unclassified Excavation and Topsoiling**
- **PCC Pavement (6"), with Granular Base**
- **Seeding, Fertilizing, and Mulching**
- **Electrical Service Extension**

**BID ALTERNATE A:**

- **PCC Pavement (6")**

**Bid Security.** Each proposal shall be accompanied by a bid bond, cashier's or certified check, or a credit union certified share draft in a **separate sealed envelope** in an amount equal to **ten percent (10%)** of the total amount of the proposal. If a bid bond is submitted, it must be on the form provided with the Contract Documents. The certified or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America; the certified share draft shall be drawn on a credit union in Iowa or a credit union chartered under the laws of the United States; and such check or draft shall be made payable to the **City of Monticello, Iowa** as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bond and certificate of insurance.

The certified or cashier's check or certified share draft may be cashed, or the bid bond forfeited, and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file an acceptable performance and payment bond or provide a certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the **City of Monticello, Iowa**. No bidder may withdraw a proposal within **sixty (60)** days after the date set for opening bids.

**Bonding Requirements.** The successful Bidder will be required to furnish a Performance Bond, Payment Bond and Maintenance Bond on separate approved forms in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by a responsible surety approved by the City of Monticello, Iowa 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 of Monticello, Iowa from claims and damages of any kind caused by the operation of the Contractor, and shall also guarantee the work against faulty workmanship or materials for a period of two years after the completion and acceptance of the work by resolution of the City of Monticello, Iowa.

**Federal Provisions.**

This procurement action is governed by all applicable local, State and Federal regulations. Federal provisions include but are not limited to the following:

- Executive Order 11246 and DOL Regulation 41 CFR PART 60 – Affirmative Action to Ensure Equal Employment Opportunity
- Executive Order 11246 and 41 CFR Part 60 – Goals for Minority and Female Participation
- DOT Regulation 49 CFR PART 29 – Governmentwide Debarment and Suspension and Governmentwide Requirements for Drug-free Workplace
- DOT Regulation 49 CFR PART 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (Foreign Trade Restriction).
- TITLE 49 United States Code, CHAPTER 501 – Buy American Preferences
  - 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.
- CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (NON-PROCUREMENT) – 2 CFR Part 180& 2 CFR Part 1200)
- 41 CFR Part 60 – Certification of Nonsegregated Facilities
- 49 CFR Part 26 – Disadvantaged Business Enterprise – 49 CFR Part 26
- 29 CFR Part 5 – Davis-Bacon Act, as amended
- Foreign Trade Restriction – 49 CFR Part 30

**Award of Contract.** Award of contract is contingent upon the Sponsor receiving Federal funding assistance under the Airport Improvement Program. The bidder must supply all information required by the proposal form. Bids must be submitted on the specified Proposal Form and acceptance by the Sponsor shall constitute a Contract. Modification to the project documents may only be made by written addendum as issued by the Owner or Owner's authorized Representative. Bidders must supply all required information prior to the time of bid opening.

Bids may be held by the City of Monticello for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of evaluating bids prior to award of contract. The proposal which is selected will be based on the lowest aggregate bid submitted for the base bid plus all of the alternative bids. **The Owner reserves the right to select or reject alternate bid items which best serves the Owner's interest.** The right is reserved, as the City of Monticello may require, to reject any and all bids and to waive any informality in the bids received.

**Additional Provisions:**

Bidders shall provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa prior to award of contract. Being approved on the Iowa Department of Transportation Certified Bidders List shall satisfy this requirement.

Payment to the Contractor will be made from cash on hand and from such funds as are legally available, including the award of grant funds under the Federal Aviation Administration's Airport Improvement Program.

Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor, subject to the approval of the Engineer, who will certify each approved estimate to the City of Monticello, Iowa for payment on or before the 15<sup>th</sup> day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Final payment to the Contractor shall be made within 70 days, but not earlier than 31 days, of final acceptance of the work and receipt of all required documents. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with the requirements stated in these specifications.

**Iowa sales tax or use tax shall not be included in the bid.**

**Contract Time and Liquidated Damaged.** The work under the contract shall commence within ten (10) days upon issuance of a written "Notice-to-Proceed", and **work shall be completed no later than May 01, 2018 for the Accepted Bid.**

All work shall be substantially completed within the stated timeframe. The earliest date for a Notice-to-Proceed is anticipated about **August 1, 2017** (subject to FAA discretion). Should optional work be added to the contract, additional working days shall be as specified in the "Supplemental Specifications" section. Should the anticipated Notice-to-Proceed date be delayed, an amended completion timeframe will be agreed on between the Bidder, Owner, and Engineer.

Liquidated damages in the amount of ***\$500.00 per Calendar Day*** will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

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

The **City Council, City of Monticello, Iowa** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

**Submittal of Proposals**

Additional information and instruction for submittal of a proposal are provided within the Instructions To Bidders. Envelopes containing bids must be sealed and addressed to the **City of Monticello, Iowa**, and marked in the upper left hand corner as follows:

**SEALED BID PROPOSAL  
Bid of (Name and address of Bidder) for  
2017 Tee Hangar  
Monticello Regional Airport (MXO)  
FAA AIP Project No. 3-19-0061-008-2017**

*Bids to be submitted no later than 10:00 AM CDST on the 31st day of May, 2017, at the City of Monticello, Iowa (offices of the City Clerk), 200 East First Street, Monticello, IA 52310, and opened at 10:15 AM CDST on the 31st day of May, 2017 at Monticello City Hall.*