

**Construction Specifications
For
New Fuel Farm
Division 1: Site Work
Division 2: Fueling System
Oskaloosa Municipal Airport
Oskaloosa, Iowa**

**AIP 3-19-0072-018-2024
AIP 3-19-0072-019-2024**

**SECTION 1
Notice of Letting**

Notice is also hereby given that sealed bids, subject to the conditions contained herein, will be received at the Office of the City Clerk, Oskaloosa City Hall, 220 South Market Street, Oskaloosa, Iowa until **10:00 o'clock A.M. on the 25th day of April 2024** at which time said bids will be opened at a public meeting held in the Council Chambers, Oskaloosa City Hall. Said bids will be acted upon at a public hearing which is to be held on the 6th of May 2024 at 4:30 P.M. or at such later time and place as may then be fixed by the Oskaloosa Airport Commission.

The major work items and approximate quantities involved in the proposed work are:

Division 1 – Site Work:

Mobilization and Miscellaneous – LUMP SUM; Traffic Control – LUMP SUM; Unclassified Excavation – 76 CY; Subbase Coarse (Granular) 12” thick – 136 SY; Storm Sewer, Trenched, RCP Class V, 12” – 56 LF; PCC Pavement (8” Thick Continuous Reinforcement) – 114 SY

Division 2 – Fueling System:

Mobilization and Miscellaneous – LUMP SUM; 4,000 Gallon Aboveground Storage Tanks – 2 EA; Aviation Fueling Equipment – 2 EA; Aviation Fuel Piping – 75 LF; Card Reader Terminal – 1 EA; Tank Monitoring Panel w/ Automatic Tank Gauging Level Probes, Interstitial Sensors – 1 EA; Electric Work for Fueling System: Grounding Ring for Tank Area, Bonding Equipment and Piping, Light Pole & Fixture Providing Breakers, Conduit, Wiring, Etc. – 1 EA.

Plans and specifications for the proposed improvements are officially on file in the office of the Airport Manager, Oskaloosa Municipal Airport, 2793 Urbana Avenue, Oskaloosa, Iowa 52577 for the inspection and use of any interested person and said documents are hereby made a part of this Official Publication by this reference.

Electronic project documents are available at no cost at www.gardenassociates.net by clicking on the “Bid Documents” tab and choosing “NEW FUEL FARM – OSKALOOSA MUNICIPAL AIRPORT – OSKALOOSA, IA” on the left side of the page. Project information, Engineer’s cost opinion and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. The download delivery fee is \$0.00.

Copies of plans, specifications, form of proposal and form of contract may be secured by bona fide bidders at the office of the Engineer, Garden & Associates, Ltd., 1701 3rd Avenue East, P.O. Box 451, Oskaloosa, Iowa 52577, or will be mailed to interested bidders upon **deposit of \$50.00**. A refund of \$50.00 per set will be given upon return of said plans and specifications in good and usable condition within fourteen (14) days after the date of award.

Bid Bond. Guarantees will be required with each bid as follows: Each bidder must deposit with his bid, in a separate sealed envelope, a certified check or cashier's check, drawn on a solvent state or national bank, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, and shall be in an amount equal to **5%** of his bid, and made payable to the Oskaloosa Municipal Airport Commission, Oskaloosa, Iowa as security that if awarded the contract by resolution of the Oskaloosa Municipal Airport Commission, Oskaloosa, Iowa, he will enter into a contract at the prices bid and will furnish the required performance and payment bonds. A bid bond will be acceptable in lieu of a certified check, cashier's check, or a certified share draft.

Performance and Payment Bond. The successful bidder will be required to furnish a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the contract price. Said bonds to be issued by a responsible Surety acceptable to the Oskaloosa Municipal Airport Commission and shall guarantee that the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work stated and the faithful performance of the contract and the terms and conditions therein contained and the guarantee and maintenance of said facilities in good repair and working conditions for not less than one (1) year from the time of acceptance of such improvements by the Oskaloosa Airport Commission.

The Disadvantaged Business Enterprise Contract Goal: The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Oskaloosa 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 DBE. A DBE contract goal of **3** percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information:

- (1) the names and addresses of DBE firms that will participate in the contract;
- (2) a description of the work that each DBE firm will perform;
- (3) the dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4);
- (6) if the contract goal is not met, evidence of good faith efforts.

"The bidder/offeror shall submit all required DBE information with its bid/proposal as a condition of responsiveness."

Section 515 Airport and Airway Improvement Act of 1982. In accordance with the Davis-Bacon Act, as amended, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor and attached as a Special Condition, Part A - Federal Requirements.

Notice to Bidders/Wage Rate Determination. If the wage rate determination of the Department of Labor incorporated in the advertised specifications does not include rates for the requested classification listed below, the bidder is responsible for ascertaining the rate payable for such classifications and whether area practice requires their use in accomplishing the work. No inference concerning area practice is to be drawn from their omission. Further, the omission will not, per se, establish any liability for increased labor costs resulting from the use of such classifications.

Notice to Prospective Contractors and Subcontractors of Nonsegregated Facilities.

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. 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.
2. 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.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. 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.
2. 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.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

The successful bidder will be required to submit a certification of Nonsegregated Facilities (included in the proposal form) and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. See Part A – Federal Requirements.

Compliance Reports - Executive Order 11246 as Amended. Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if they have not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR60-1,5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.

Title VI Solicitation Notice. The **City of Oskaloosa**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as Amended). The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein. See Part A – Federal Requirements.

Pre-Award Compliance Review. Upon the request of the Department of Labor, a sponsor will not enter into contracts or approve the entry into contracts or subcontracts with any bidder, prospective prime contractor, or proposed subcontractor named by the Department of Labor until a pre-award compliance review has been conducted and approved with a determination that the bidder, prospective prime contractor or proposed subcontractor will be able to comply with the provisions of the Equal Opportunity Clause.

Nonprocurement List. The "Nonprocurement List" is that portion of the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" compiled, maintained, and distributed by GSA which contains the names and other information about persons or companies who have been debarred, suspended, or voluntarily excluded from participation in Federal Programs. An individual or company named in the "Nonprocurement List" may not be awarded a grant, a contract, or a subcontract except as provided in 49 CFR Part 29. Sponsors are encouraged to subscribe to the List through the Government Printing Office (GPO).

Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion. The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency. See Part A – Federal Requirements.

Contract Assurance (§26.13). The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this

contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Oskaloosa. The prime contractor agrees further to return retainage payments to each subcontractor 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Oskaloosa. This clause applies to both DBE and non-DBE subcontractors.

Foreign Trade Restrictions. The Offeror's or Bidder's attention is called to the "Trade Restriction Clause - 49 CFR Part 30" as set forth herein. See Part A – Federal Requirements.

Buy American Certificate. By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Additional Notices. Partial Payments will be made in cash or its equivalent in monthly estimates and one final payment. The Oskaloosa Airport Commission will retain 5% of the amount of each such estimate until final completion and acceptance of all work covered by this contract. Upon completion and acceptance of all work, the Oskaloosa Airport Commission will pay 95% of the total contract price less any previous payments to the Contractor.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the Oskaloosa Municipal Airport Commission, Oskaloosa, Iowa subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Building materials, supplies and equipment incorporated into said improvements are exempt from Iowa Department of Revenue and Finance sales tax and any application local option sales tax and school infrastructure local option sales tax pursuant to Iowa Code Sections: 423.3 and 423.45 and Iowa Administrative Code 701-17.33. Bidder shall not include payment of Iowa sales tax in Bid; Bidder shall include all other applicable fees and taxes in Bid. Owner will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate to Contractor for use by Contractor and Subcontractors. Contractor shall coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor shall maintain records identifying the materials purchased sales tax exempt and maintain records verifying the use of said materials on said improvement by Contractor and Subcontractors.

Each bidder must comply with the requirements of the Affirmative Action Program of the City of Oskaloosa, Iowa.

The work shall be done under the observation of the Oskaloosa Municipal Airport Commission and the duly appointed Engineer.

The work of construction shall be completed and ready for operation by May 31, 2025, subject to any extension of time that may be granted by the Oskaloosa Municipal Airport Commission, Oskaloosa, Iowa. Notice to Proceed for the Work will be issued following receipt of FAA grant. Any extension of contract time shall require approval by the FAA Central Region. Failure to complete the work within the time period allowed shall subject the Contractor to a penalty of Eight Hundred Dollars (\$800.00) per day for each working day the work remains uncompleted beyond the allotted time period or extended time period.

Up to two (2) contracts may be awarded for the work. Award of each contract will be to the lowest responsive, responsible, qualified bidder submitting the lowest acceptable bid for each division of work. The Oskaloosa Municipal Airport Commission, Oskaloosa, Iowa hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be for the best interest of the City. A bidder shall not withdraw its proposal for a period of ninety (90) calendar days after the date designated for opening of proposals.

Notice to Proceed will be issued on a date mutually agreed to by the Owner and Contractor. The work under the proposed contract shall begin upon the issuance of the Notice to Proceed and be fully completed as follows:

Division 1 – within 30 working days; NOTICE TO PROCEED will be issued no later than September 1, 2024.

Division 2 – on or before May 31, 2025.

The Bidder (Proposer) must supply all the information required by the bid or proposal form. Bids must be submitted upon the Standard Form of Bid and the successful bidder will be required to execute the standard Form of Contract. All entries on proposal forms shall be typed or written in ink.

The Oskaloosa Municipal Airport Commission reserves the right to reject any or all bids and to waive irregularities not affecting their competitive conditions. Also reserved is the right to accept or reject individual groups.

The Oskaloosa Municipal Airport Commission reserves the right to hold the two (2) lowest responsible bids for a period of, not to exceed, 90 days after the date of opening, before accepting or rejecting the same, subject to the below provision.

The award of a contract, if it is to be awarded, shall be made within 90 calendar days of the date specified for publicly opening proposals unless the lowest qualified bidder agrees to waive this provision.

Award of the contract shall be made by the Oskaloosa Municipal Airport Commission to the lowest qualified bidder whose proposal conforms to the cited requirements of the Owner.

Envelopes must be sealed, marked and submitted in accordance with the "Standard Form of Bid" and with Paragraph 20-10 in the General Provisions section of this specification.

Bids will be evaluated using the guidelines set up by the Iowa Legislature under Section 23.21 Bid Preference Under Certain Conditions.

The Official Publication and Notice of Letting is hereby published by the Order of the Oskaloosa Municipal Airport Commission.

Oskaloosa Municipal Airport Commission

By: Mr. Steven R. Brown

Title: Chairman