

NOTICE OF HEARING AND LETTING

Notice is Hereby Given:

A hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the project described as ***Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to Runway 16, Marshalltown Municipal Airport***, will be held at City Hall at 10 W State Street, Marshalltown, Iowa 50158, at 5:30 p.m. local time on April 10, 2017. At said time and place, any interested person may appear and file objections thereto.

Sealed proposals will be received by the City Clerk of the City of Marshalltown, Iowa, at her office in the City Hall Building at 24 N. Center Street, Marshalltown, Iowa 50158, until 10:00 a.m. local time on April 25, 2017, for the project described as ***Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to Runway 16, Marshalltown Municipal Airport***, as hereinafter described in general and as described in detail in the Plans and Specifications for said improvements now on file in the office of the City Clerk. Proposals will be opened and read aloud at that time.

Proposals will be acted on by the City Council at a meeting to be held at City Hall at 10 W State Street, Marshalltown, Iowa 50158, at 5:30 p.m. local time on May 8, 2017, or at such later time and place as may then be fixed. The City reserves the right to award the Contract at the time of said meeting or at such later time may then be fixed and to reject any or all bids and to waive technicalities and irregularities and to enter into such Contract as it shall deem to be for the best interests of said Owner.

The extent of the work involved is as follows: Pavement Rehabilitation of Runway End 18 and Connecting Taxiway to Runway 36 including HMA Overlay at the Marshalltown Municipal Airport.

Contract Time

The work under the contract shall actively commence within ten (10) days of the Notice to Proceed, and all work related to the Pavement Rehabilitation Improvements Base Bid portion of the project shall be completed within eighteen (18) working days thereafter. Alternate Bid I shall be completed within an additional two (2) working days. Alternate Bid II shall be completed within an additional five (5) working days. This project is subject to liquidated damages as prescribed within the project manual.

Bid Security

Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) of the proposal drawn on an Iowa bank or a bank chartered under the laws of the United States, a bid bond, or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States, and filed in an envelope separate from the one containing the proposal, made payable to: Treasurer, City of Marshalltown, Iowa. Said check or draft may be cashed or the bid bond declared forfeited by the Treasurer as liquidated damages in the event the successful bidder fails to enter into a Contract within ten (10) days and post bond satisfactory to the Owner insuring the faithful fulfillment of the Contract and maintenance of said improvements as required by law and the Specifications.

Bonding Requirements

The successful bidder will be required to furnish a performance, payment and maintenance bond in the amount equal to 100% of the contract price at the time of contract execution.

Award of Contract

Bidders shall not be permitted to withdraw their bids for a period of ninety (90) days after the date set for opening bids. The Owner reserves the right to reject any and all bids and to waive any informality in the bids received. Award will be subject to concurrence in award from the Federal Aviation Administration and upon the Owner receiving Federal funding assistance under the Airport Improvement Program.

Payment to the Contractor

Payment to the Contractor for said construction will be made in cash from cash on hand in any fund of said City which may be legally used for such purposes and a Federal grant-in-aid from the Federal Aviation Administration.

Federal Provisions

This project is subject to the following Federal provisions, statutes and regulations:

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:	2.4 %
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 the 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 is prescribed in 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 2.90% 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 execution of a contract, is required to certify 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.

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.

Additional Provisions

Modification to the project documents may only be made by written addendum as issued by the Owner or Owner’s authorized Representative. The bidder’s proposal must be made on the forms provided within the bound project manual. Bidders must supply all required information prior to the time of bid opening.

Copies of Plans, Specifications and Wage Rate Decision are on file and may be inspected at the office of the City Clerk, at 24 N. Center Street, Marshalltown, Iowa 50158 and at Clapsaddle-Garber Associates, 16 East Main Street, Suite 400, Marshalltown, Iowa 50158. Copies may be downloaded at no charge from www.cgaconsultants.com or a printed copy may be obtained by contacting Beeline + Blue at 2507 Ingersoll Ave., Des Moines, Iowa 50312 or by phone at (515) 244-1611. A \$50 refundable deposit is required for all printed copies. This fee is REFUNDABLE, provided the following conditions are met: 1) The plans and specifications are returned to CGA complete and in good usable condition and 2) they are returned to the above address within fourteen (14) calendar days after the award of the project.

This notice is given by order by the City of Marshalltown, Iowa.

By: _____
City Clerk