

**NOTICE TO BIDDERS**

**Falls City Airport Authority  
Brenner Field Airport  
AIP Project No. 3-31-0028-018/019**

Sealed bids subject to the conditions and provisions presented herein will be received until 11:00 a.m. local time, April 18, 2024 at the City of Falls City Offices, 2307 Barada Street, Falls City, Nebraska 68355 when they will be publicly opened and read, for furnishing all labor, materials and equipment and performing all work necessary to Re-Seal/Repair Concrete Joints & Cracks, Panel Replacement, Marking of RW 15/33, Taxiways, Apron, Hangar Pavements.

Plans, specifications, and bid documents are on file and may be inspected at:

Midwest Engineering, Inc., 3260 Folkways Blvd, Suite B, Lincoln, NE 68504  
City of Falls City, 2307 Barada Street, Falls City, NE 68355  
Nebr. Department of Transportation, 1600 Nebraska Parkway, Lincoln, NE 68502  
Quest CDN (see below)

To be qualified to Bid, a complete set of plans, specifications, contract documents and proposal form must be obtained from either: 1) [www.questcdn.com](http://www.questcdn.com) for a fee of \$25.00 (nonrefundable). Once logged into the site, insert eBidDoc project number 8992840 (Brenner Field Airport; Pavement Rehabilitation); OR 2) Midwest Engineering, Inc. at the above address for a fee of \$90 (nonrefundable).

Questions regarding bids shall be directed to Josh Keithley, P.E., consulting engineer at (402) 786-2203.

**Contract Work Items:** This project will involve the following work items and estimated quantities. Prospective bidders are hereby advised that the quantities indicated herein are approximate and are subject to change.

<b>BASE BID</b>				
Line No.	Spec. & Item No.	Description	Estimated Quantity	Unit
1	C-105-6.1	Mobilization [N.T.E. 10%]	1	LS
2	P-101-5.1	Pavement Removal	119	SY
3	P-101-5.2	Joint and Crack Repair	102,758	LF
4	P-101-5.3	Marking Removal	34,554	SF
5	P-101-5.4	Concrete Pavement Grinding	185	LF
6	P-101-5.5	Concrete Spall Repair	96	SF
7	P-209-5.1	4" Crushed Aggregate Base Course	119	SY
8	P-605-5.1	Joint and Crack Sealing Filler	102,758	LF
9	P-620-5.2b	Marking without Reflective Media	16,809	SF
10	P-620-5.3c	Marking with Reflective Media	26,747	SF
11	P-620-5.4d	Temporary Runway and Taxiway Marking	26,747	SF
12	FNB-100-1	Construction Layout and Stakes	1	LS
13	FNB-101-1	Temporary Safety and Phasing Procedures	1	LS
14	FNB-102-1	6 Inch NDOT 47B-4000 PCC	119	SY
15	FNB-102-2	Concrete Mix Design	1	LS

<b>ALTERNATE</b>				
<b>Line No.</b>	<b>Spec. &amp; Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>
A1	P-101-5.1	Pavement Removal	79	SY
A2	P-101-5.2	Joint and Crack Repair	1,927	LF
A3	P-209-5.1	4" Crushed Aggregate Base Course	88	SY
A4	P-605-5.1	Joint and Crack Sealing Filler	1,927	LF
A5	FNB-102-1	6 Inch NDOT 47B-4000 PCC	88	SY

### **Contract Time and Start Date**

The Owner has established a contract performance time of **Phase 1: 30 working days and Phase 2: 30 working days for a total of 60 working days** from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the project manual.

The Construction shall begin in the spring, summer or fall of 2024. Compliance with these specifications for submittals of mix designs, shop drawings, schedule, Safety Plan Compliance Document (SPCD), etc. and holding a Preconstruction Conference is required prior to the issuance of the Notice to Proceed. The date of the Notice to Proceed shall take into consideration material delivery schedules and the contractor's other commitments, while meeting the Owner's needs and ensuring that the project is completed by October 31, 2024.

If the Contractor elects to begin work in the fall of 2024 and is unable to complete the work before winter, the Contractor will be required to take any and all temporary measures necessary to open all existing pavement to aircraft traffic. Additional costs and materials associated with the winter shutdown will be the Contractor's responsibility.

### **Bid Security**

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by cashier's check, a certified check on a solvent bank or a bid bond made payable to the Falls City Airport Authority.

### **Bonding Requirements**

The successful bidder will be required to furnish separate performance and payment bonds each in the amount equal to 100% of the contract price at the time of contract execution.

### **Contractor Qualifications**

Contractors bidding need not be pre-qualified but shall be qualified to do the work. If requested by the Owner or Engineer, a Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work, as described in the Instructions to Bidders. If requested, a Bidder shall submit the required information no later than 5 days from the date of the request. Such request may be made either before or after the bid opening.

### **Award of Contract**

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the Falls City Airport Authority for a period not to exceed **90 days** from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those

bidders that are confirmed as being responsive and responsible. The right is reserved, as the Falls City Airport Authority may require, to reject any and all bids and to waive any informality in the bids received.

Award of contract is contingent upon the Owner receiving Federal funding assistance under the Airport Improvement Program.

Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest. Alternate bid item quantities may be adjusted or eliminated at the Owner's discretion.

### **Federal Provisions**

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

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity: The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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: 1.9%

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 its federally involved and nonfederally involved construction.

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 must 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.

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.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is Nebraska, Richardson County, Falls City.

Title VI Solicitation Notice: The Falls City Airport Authority, 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 any contract entered into pursuant to this advertisement, businesses 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, or national origin, including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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.

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 **0.97 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.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (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 listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 shall be submitted within two working days of the bid opening. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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

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 Preference:

The Contractor shall certify that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

<sup>1</sup> Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Federal Fair Labor Standards Act (Federal Minimum Wage):

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Trade Restriction Certification:

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) 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 as published by the Office of the United States Trade Representative (USTR);
- 2) 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

**Additional Provisions**

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The proposal must be made on the forms provided. Bidders must supply all required information prior to the time of bid opening.

**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:

City of Falls City Offices  
2307 Barada Street  
Falls City, NE 68355

Envelopes containing bids must be sealed and marked on the outside of the package:

- 1) Bidder's Name and Address
- 2) AIP Project No. 3-31-0028-018/019
- 3) Proposal Due Date