

NOTICE INVITING SEALED BIDS

FOR

TERMINAL APRON RECONSTRUCTION, PHASE 2

AT

SANTA MARIA PUBLIC AIRPORT

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Santa Maria Public Airport District for furnishing all plant, labor, services, materials, tools, items, and facilities necessary therefore, as provided in the contract documents, for a project entitled "TERMINAL APRON RECONSTRUCTION, PHASE 2" in strict accordance with the contract documents and plans and specifications on file at the office of the General Manager of the District, 3217 Terminal Drive, Santa Maria, California 93455.

Date of Bid Opening - Bids will be received at the office of the General Manager of the District until **2:00 P.M., Tuesday, June 19, 2018**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, "TERMINAL APRON RECONSTRUCTION, PHASE 2". Bids shall be made on forms furnished by the District.

Description of Work and Contractor License - The work comprises of the following:

- SITE PREPARATION INCLUDING DEMOLITION AND REMOVALS, EARTHWORK, GRADING, AND SUBGRADE PREPARATION.
- AGGREGATE BASE, PORTLAND CEMENT CONCRETE FLATWORK, ASPHALT PAVEMENT.
- PAVEMENT MARKINGS.
- WATER POLLUTION CONTROL.

License Requirements - The type of contractor's license required is **Engineering A**.

Prevailing Rates of Wages - The minimum wages to be paid for labor shall not be less than the general prevailing per diem wage and rates for overtime and general holidays as determined by the Director of the Department of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, which wage rates are available for inspection at the District office. This is a Federal project and compliance with the Secretary of Labor wages is also required. In the event of conflict, whichever schedule requires the higher wage rate is required to be complied with. The District complies with SB 854. All contractors and subcontractors must be registered with the State Department of Industrial Relations (DIR) at the time of bid, for prevailing wage monitoring. The District will review the DIR registration list for confirmation of participation.

Proposal Guarantee - Each bid shall be accompanied by a certified check, cashier's check, or surety bid bond made payable to the District, in an amount equal to at least 10% of the amount of the total bid, and no bid shall be considered unless said check or bid bond is enclosed therewith said amount to be forfeited to the District, should the bidder to whom the contract is awarded fail to enter into the contract in accordance with his bid proposal and submit the required bonds in an amount equal to the full amount of the bid price, as referred to in paragraph below titled "Contract and Payment Bonds", within 10 days after being mailed notice of such award and contract for execution.

Contract and Payment Bonds - The Contractor shall deposit with the District a surety bond guaranteeing faithful performance of the contract, and a surety bond guaranteeing payment for all labor, materials, rentals, etc. Each bond shall be in an amount equal to 100% of the amount of the contract, shall be on forms prescribed by the District, and shall be executed by a corporate surety licensed to do business in California.

Eligibility of Bidders - No bid will be accepted from a bidder who does not hold a valid Contractor's License issued by the State of California, and his license number must appear on the proposal.

Competency of Bidders - Each bidder shall furnish the District with satisfactory evidence of his competency to perform the work contemplated. The District reserves the right to reject a bid if the bidder has not submitted a statement of his qualifications prior to the date of the opening of the bids.

Bidders must submit their qualifications prior to or with submission of the bid. The bidders will be required to furnish a statement covering experience on similar work, and a list of machinery, plant and other equipment available for proposed work. The District reserves the right to make such investigation of information submitted as is deemed necessary, before a rating is given, and to disqualify any contractor from bidding if deemed in the best interest of the District.

The bidder shall also submit a statement relating to his experience in performing construction work similar to that for which he is offering a proposal. He shall also file with the District a statement relating to the amount and condition of his equipment as often as may be required by the District. All bidders shall submit prior to or with their bid proposals the aforementioned statements of experience and equipment. Failure to comply with the foregoing instructions will be sufficient reason to reject the bid.

Quantities - Quantities given in the Bid Schedule of the proposal are approximate only, and are given solely for the basis of comparison of bids. The contractor will be paid for actual work accomplished, including materials and equipment actually installed and accepted, at the unit price bid in the appropriate items of the Bid Schedule.

Contract Time - The contract award, if made, will be made within ninety (90) days after opening of bids. No bidder may withdraw his bid within said period. The work shall commence within 10 days after receiving a written notice to proceed and shall be prosecuted diligently. The work shall be completed within the following time frame(s):

- Base Bid: 120 Working Days
- Additive Alternate A An additional 30 Working Days (150 total)
- Additive Alternate B An additional 30 Working Days (180 total)

The notice to proceed will be issued within 10 days after the contractor awarded the contract has properly signed the contract documents and furnished the required bonds and insurance policies and certificates.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty but as liquidated damages, the sum of **\$1,200.00** for each calendar day subsequent to the time specified and until the work is completed and accepted up to and including thirty (30) calendar days past the date established for completion. Contractor shall pay to District the sum of **\$ 2,000.00** per calendar day as liquidated damages for each calendar day that Project shall remain incomplete past thirty (30) calendar days after the date established for completion.

Award of Contract - The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids, and/or to waive any informalities or irregularities in any bid which it may deem necessary in the best interests of the Santa Maria Public Airport District.

Site Conditions - Each bidder shall carefully examine the drawings, read the specifications and other contract documents, and shall visit the site of the proposed work to become fully informed as to all existing conditions and limitations that may affect the execution of the work under the contract, and the bidder shall include in the prices bid, the cost of all incidentals and appurtenances.

Job Walk - A **MANDATORY PRE-BID JOB WALK** is scheduled for **10:00 A.M, Wednesday, May 30, 2018**. Meet at the Airport District office. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or its failure to visit and become acquainted with conditions at the site shall in no respect relieve the bidder from any obligation imposed by its proposal or by the contract. The submittal of a proposal shall be taken as prima facie evidence of compliance with all instructions contained herein.

DBE Requirements - This is a federally funded project with a grant issued through the Federal Aviation Administration (FAA). The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this project. The DBE goal for this project is 8.75%.

Contract Documents - Paper copy or a USB memory stick of plans and specifications, including contract documents and bonds, are available at the office of the District. A charge (non-refundable) of **\$10.00 for each set of documents will be collected.** For overnight or express delivery of contract documents, make the appropriate arrangements with your selected courier/service. Payment must be in the form of a check or cashiers check, made payable to the Santa Maria Public Airport District.

Construction Cost Estimate - The engineers probable cost of construction for the base bid and all additive alternative bid schedules is **\$6,200,000**.

FEDERAL PROVISION REQUIREMENTS FOR INVITATION FOR BID:

AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. 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.
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:	19.7%
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 also is subject to the goals for both its federally involved and non-federally 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.

3. The Contractor shall provide written notification to the Director of the 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 the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of Santa Maria, Santa Barbara County, California.

BUY AMERICAN PREFERENCE
(Reference: 49 USC § 50101)

(Reference Only – Refer to Federal Register)

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The **District**, 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, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

DAVIS-BACON REQUIREMENTS.
(Reference: 2 CFR § 200 Appendix II(D))

(Reference Only – Refer to Federal Register)

DEBARMENT AND SUSPENSION (NON-PROCUREMENT).

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

(Reference Only – Refer to Federal Register)

DISADVANTAGED BUSINESS ENTERPRISE.

(Reference: 49 CFR part 26)

(Reference Only – Refer to Federal Register)

TRADE RESTRICTION

(Reference: 49 CFR part 30)

(Reference Only – Refer to Federal Register)

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 31 USC § 1352, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A)

(Reference Only – Refer to Federal Register)

PROCUREMENT OF RECOVERED MATERIALS

(Reference: 2 CFR § 200.322, 40 CFR part 247)

(Reference Only – Refer to Federal Register)

By order of the Santa Maria Public Airport District.

SANTA MARIA PUBLIC AIRPORT DISTRICT

Dated: _____, 2018

By: Chris Hastert, General Manager

Advertise 1: Sunday, May 13, 2018

Advertise 2: Sunday, May 20, 2018