

**NOTICE INVITING SEALED BIDS**

**FOR**

**RUNWAY 12 AND TAXIWAY "A" EXTENSION**

**A.I.P. 3-06-0237-30**

**AND**

**A.I.P. 3-06-0237-31**

**AT**

**SANTA MARIA PUBLIC AIRPORT**

**SANTA MARIA, CALIFORNIA**

**Sealed bids for construction of RUNWAY 12 AND TAXIWAY "A" EXTENSION A.I.P. 3-06-0237-30 AND A.I.P. 3-06-0237-31 at SANTA MARIA PUBLIC AIRPORT, SANTA MARIA, CALIFORNIA will be received in the office of the General Manager, Santa Maria Public Airport District ("District"), 3217 Terminal Drive, Santa Maria, California until 2:00 p.m., local time on Thursday, July 29, 2010.**

**Said bids will be opened and publicly read at that time, and considered thereafter by the Board of Directors of the Santa Maria Public Airport District for award at a succeeding meeting. Bids shall be made on the blank forms furnished by the District entitled "Bid Proposal" and "Subcontractor Schedule". Bids shall be enclosed and sealed in an envelope and addressed to Santa Maria Public Airport District, Attn: Chris Hastert, General Manager, Santa Maria Public Airport, 3217 Terminal Drive, Santa Maria, California 93455 and shall be endorsed "Bids for RUNWAY 12 AND TAXIWAY "A" EXTENSION A.I.P. 3-06-0237-30 AND A.I.P. 3-06-0237-31. The Board of Directors of the District reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid which it may deem necessary in the best interest of the District.**

**Scope of Work:**

This project consists generally of the following items of work:

**RUNWAY 12 AND TAXIWAY "A" EXTENSION A.I.P. 3-06-0237-30 AND A.I.P. 3-06-0237-31  
BASE BID**

Base bid for Runway 12 and Taxiway "A" Extension Project includes but not limited to the following major items of work:

Phase I

- Extension of Runway 12 earthwork and grading outside of existing runway safety areas
- Extension of Taxiway A earthwork, grading and base course
- Construction of new AC pavement perimeter service roads
- Construction of chain link fences
- Demolition of existing AC and PCC pavements
- Construction of new and modified drainage facilities
- Modification to existing utilities
- Hydroseeding of graded areas

- Construction of electrical conduits, duct banks and pull boxes
- Service road marking and striping
- Joint and crack sealing of existing Runway 12-30 AC pavement
- Runway pavement marking and striping of damaged areas

**RUNWAY 12 AND TAXIWAY “A” EXTENSION A.I.P. 3-06-0237-30 AND A.I.P. 3-06-0237-31**  
**BID ADDITIVE NO. 1, SCHEDULE A**

Schedule A for Runway 12 and Taxiway “A” Extension Project includes but not limited to the following major items of work:

Phase I

- Extension of Taxiway A using base and Asphalt Concrete (AC) Pavements
- Construction of Taxiway Shoulder Paving
- Construction of new edge light base cans
- Construction of electrical conduits and duct banks
- Taxiway Pavement Marking and Striping
- Installation of retroreflective pavement markers

**RUNWAY 12 AND TAXIWAY “A” EXTENSION A.I.P. 3-06-0237-30 AND A.I.P. 3-06-0237-31**  
**BID ADDITIVE NO. 2, SCHEDULE B**

Schedule B for Runway 12 and Taxiway “A” Extension Project includes but not limited to the following major items of work:

Phase I

- Construction of new and modified taxiway edge lights
- Construction of electrical conduits and duct banks
- Installation of electrical cables
- Installation of regulator and Miscellaneous electrical work in the Airfield Lighting Vault
- Installation of engine generator

**MANDATORY JOB WALK - A mandatory job walk will be conducted on Thursday, July 15, 2010.** Contractors should meet at the District Office at **10:00 A.M.** Failure by any contractor to attend the mandatory job walk will invalidate any bid submitted.

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.

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 the time of the opening of the bids. 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 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 forty five (45) 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 so as to have the work completed within **180 Calendar days** after receipt of notice to proceed. 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) days after the date established for completion.

## FEDERAL CONTRACT REQUIREMENTS

The work in the contract is included in **Federal Airport Improvement Program No. 3-06-0237-30 and No. 3-06-0237-31** which is being undertaken and accomplished by the District. Attention of bidders is directed to the proposed form of contract and all documents and provisions therein described as "Contract Documents". No contract is binding upon the District until it has been executed by the District and delivered to the Contractor. The bidder must supply all the information required by the bidding documents or specifications.

### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED).

The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in Appendix 5 of the Specifications of the Contract.

The goals and time tables 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 is set forth in Appendix 5 of the Specifications.

This project is subject to the requirements of 49CFR Part 26 Disadvantaged Business Enterprise Participation. The owner has established a contract goal of .81 percent participation for small business concerns owned and controlled by qualified disadvantaged business enterprises (DBE). The bidder shall make, and document good faith efforts, as defined in Appendix A of 49 CFR Part 26 to meet the established goal.

Award of contract is also subject to the following Federal provisions:

Executive Order 11246 and DOL Regulation 41 CFR Part 60 - Affirmative Action to Ensure Equal Employment Opportunity.

DOL Regulation 26 CFR Part 5 - Davis Bacon Act.

DOT Regulation 49 CFR Part 29 – Government-wide Debarment and Suspension and Government-wide 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 Restrictions).

Title 49 United States Code, CHAPTER 501 - Buy America Preferences.

## Appendix 1

The following statements are required conditions of this Contract.

1. The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.
2. All labor on the project shall be paid no less than the minimum wage rates established by the U.S. Secretary of Labor.
3. Each bidder must supply all the information required by the bid documents and specifications.
4. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents and are available for inspection at the Santa Maria Public Airport District Office, 3217 Skyway Drive, Santa Maria, CA 93455.
5. Each bidder must complete, sign, and furnish, prior to award of the contract, the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Non-segregated Facilities", and the "Assurance of Minority Business Enterprise Participation" as contained in the Bid Proposal.
6. A contractor having 50 or more employees and his subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
7. To be eligible for award, each bidder must comply with the affirmative action requirements which are contained in the specifications.
8. Disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.
9. All solicitations, contracts, and subcontracts resulting from projects funded under the AIP must contain the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
10. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

The Contractor or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals 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 contractor that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on this project that is produced in a foreign country on said list.

Substitution of Eligible Securities. Substitution of Eligible Securities, hereinafter defined, for any moneys of the Contractor withheld by the District to ensure performance under the contract may be permitted pursuant to and in accordance with Section 22300 of the California Public Contract Code. The term "Eligible Securities", as used herein, mean and include the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of the contractor, Eligible Securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the contractor upon satisfactory completion of the contract. The contractor shall be the beneficial owner of any Eligible Securities substituted for moneys withheld and shall receive any interest thereon.

**Dated: June 30, 2010**

SANTA MARIA PUBLIC AIRPORT DISTRICT

### Appendix 3

#### NOTICE TO BIDDERS

The following Federal requirements are included as a condition of this contract:

1. This contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, the Federal Labor provisions and the Equal Employment Opportunity (EEO) provisions as contained in the contract, specifications and bid documents.
2. All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included in the specifications.
3. Each bidder must complete, sign, and furnish, prior to award of the contract the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Non-segregated Facilities", and the "Assurance of Minority Business Enterprise Participation", if applicable.
4. Required Notices for All Contracts.
  - a. The bidder must supply all the information required by the proposal forms and specifications.
  - b. The sponsor, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they must affirmatively insure that in any contract entered into pursuant to this advertisement, the contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21), as they may be amended from time to time.
  - c. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
5. Required Notices for Contracts Over \$10,000. (See Appendix 5, Paragraph 1 for Affirmative Action Plan Requirements.) The regulations and orders of the Secretary of Labor, Office of Federal Contracts Compliance Programs (OFCCP) require that the sponsor and/or his contractor(s) include in Invitation For Bids (IFB) or negotiations for contracts over \$10,000 the following notices:
  - a. Each bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCCP, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by other designated trades used in the performance of the contract and other non-federally involved contracts in the area geographically defined in the plan.
  - b. The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the EEO clause; and

- c. The successful bidder will be required to submit a Certification of Non-segregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in the specification.
- d. A bidder must indicate whether he has previously had a contract subject to the EEO clause, whether he has filed all report forms required in such a contract, and if not, a compliance report (Standard Form SF 100) must be submitted prior to award of the contract.
- e. EEO and labor provisions, when applicable, are included in the bidding documents of specifications and are available for inspection at the Santa Maria Public Airport District Office.
- f. Contractors and subcontractors may satisfy requirements of the EEO contract clause by stating in all solicitations or advertisements for employees that:

"All qualified applicants will receive consideration for employment without regard to race color, religion, sex, or national origin."

or by using a single advertisement in which appears in clearly distinguished type, the phrase:

"an equal opportunity employer".

6. Required Notice for Contracts with 50 or More Employees and a Contract of \$50,000 or More. (See Appendix 5, Paragraph 1 for Affirmative Action Plan Requirements.)

The sponsor shall give notice that a contractor having 50 or more employees and first tier subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will be required to comply with the following:

- a. If the contractor has not submitted a complete and accurate Compliance Report within 12 months preceding the date of award, he must file a Compliance Report (SF 100) within 30 days after award of this contract.
- b. The contractor shall require the subcontractor on any first tier subcontracts to file a SF 100 prior to award of the subcontract if the above conditions apply. A SF 100 will be furnished upon request.

7. Required Notice for Contracts in Excess of \$100,000. Advertisement for bids must include:

\*\*\*\* The requirement for a bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8. Bonding Clauses for Construction Contracts and Subcontracts in Excess of \$100,000.

- a. The contractor agrees to furnish a performance bond for 100 percent of the contract price. This bond is one that is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- b. The contractor agrees to furnish a payment bond for 100 percent of the contract price. This bond is one that is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Note: For contracts for \$100,000 and less, local requirements should be met.

\*\*\*\* Superseded by District Contract Requirements.

9. Notice to Prospective Contractors and Subcontractors of Requirement for Certification of Non-segregated Facilities:

- a. A certification of Non-segregated 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.
- b. 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. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATION OF NON-SEGREGATED FACILITIES**

- (1) A certification of Non-segregated Facilities must 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. **NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

10. Clean Air and Water Pollution Control Requirements for All Construction Contracts and Subcontracts Exceeding \$100,000.

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

- c. That as a condition for award of a contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- d. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

11. Buy American-Steel and Manufactured Products for Construction Contracts.

- a. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
  - (1) Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all of its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b(1) or (2) shall be treated as domestic.
  - (2) Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
  - (3) Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.
- b. The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except those -
  - (1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
  - (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
  - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

12. Buy American Certificate.

By submitting a bid/proposal under this solicitation, except for those items listed by the contractor below or on separate and clearly identified attachment to this bid/proposal, the contractor certifies that steel and each manufactured product, is 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.

Contractors may obtain from the Santa Maria Airport District lists of articles, materials, and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

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