

**REQUESTS FOR BIDS / INVITATION FOR BIDS**  
*(Advertisement)*

METROPOLITAN TOPEKA AIRPORT AUTHORITY  
RECONSTRUCT LOWER TAXIWAY ALPHA-DELTA  
TOPEKA REGIONAL AIRPORT  
TOPEKA, KANSAS  
AIP PROJECT NO. 3-20-0113-047

Sealed bids will be received until **2:00 PM (CST) February 21, 2024**, and then publicly opened and read at **Metropolitan Topeka Airport Authority Administrative Offices, 6510 SE Forbes Avenue, Suite # 1, Topeka, Kansas 66619** for furnishing all labor, materials and equipment and performing all work necessary for **Reconstruct Lower Taxiway Alpha-Delta, Topeka Regional Airport, Topeka, Kansas, AIP Project No. 3-20-0113-047.**

Copies of the bid documents including project drawings and technical specifications are on file and may be inspected at:

Metropolitan Topeka Airport Authority  
6510 SE Forbes Avenue, Suite # 1  
Topeka, KS 66619

A “pdf” copy of the project construction drawings and project manual will be provided via e-mail to prospective bidders upon request and at no cost by contacting the project manager at the address provided below or via e-mail. Printing of the project documents from the pdf file are to be borne by the prospective bidder.

Sam Stallbaumer, PE, Project Manager  
WSP USA  
300 Wyandotte, Suite 200  
Kansas City, Missouri 64105  
TEL: 816-702-4244  
MOB: 210-867-6532  
E-Mail: sam.stallbaumer@wsp.com

A pre-bid conference for this project will be held at **Metropolitan Topeka Airport Authority Administrative Offices, 6510 SE Forbes Avenue, Suite # 1, Topeka, Kansas on Tuesday February 6, 2024 at 2:00PM.** Representatives of the Owner and the Engineer will be present to answer questions. Attendance at the pre-bid conference is **mandatory**.

Each proposal must be accompanied by a bid guarantee in the amount of five (5) percent of the total amount of the bid. The bid guarantee may be by certified check, cashier’s check or bid bond made payable to the **Metropolitan Topeka Airport Authority**.

Bids may be held by the Metropolitan Topeka Airport Authority for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as the Metropolitan Topeka Airport Authority may require, to reject any and all bids and to waive any informality in the bids received.

This project is subject to the requirements of the Davis-Bacon Act, as amended. The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

This project is subject to the requirements of 49 CFR Part 26 Disadvantaged Business Enterprise Participation. The owner has established a contract goal of nine percent (9.0%) 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.

The CONTRACTOR agrees to commence on or about June 3, 2024, and to have the project substantially completed within 120 Calendar Days from the Notice-to-Proceed.

The bidder acknowledges and accepts that for each and every Calendar Day the project remains incomplete beyond the contract time of performance, the substantial completion date, or not open to traffic as stipulated in the preceding paragraphs of this section, the CONTRACTOR shall pay the non-penal amount of \$3,000.00 per day as a liquidated damage to the OWNER.

All persons seeking to enter into a contract with the Metropolitan Topeka Airport Authority shall submit and acceptable affirmative action program in accordance with Federal Regulations.

Bidders shall take note of requirements for notification of Disadvantaged Business Enterprise (DBE).

Award of contract is also subject to the Federal provisions provided for in the section of the project manual entitled "Federal Contract Provisions for Construction and Equipment Contracts".

**END OF REQUEST FOR BIDDERS**

## NOTICE TO BIDDERS

METROPOLITAN TOPEKA AIRPORT AUTHORITY  
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**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 per the Section 40 of the General Provisions.

Item No.	Description	Unit	Quantity
C-102-5.1	Temporary Seeding and Mulching	AC	21
C-102-5.2	Installation and Removal of Silt Fence	LF	1,770
C-102-5.3	Installation and Removal of Ditch Check	LF	200
C-102-5.4	Installation and Removal of Inlet Protection	EA	14
C-105-6.1	Mobilization	LS	1
C-106-4.1	Traffic Control	LS	1
P-101-5.1	Type A Pavement Removal	SY	26,310
P-101-5.2	Type B Pavement Removal	SY	15,020

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>
P-101-5.3	Type C Pavement Removal	SY	19,680
P-101-5.4	Cold Milling (0" - 4")	SY	28,070
P-101-5.5	Joint and Crack Repair	LF	14,000
P-101-5.6	Removal of Storm Sewers and Inlets	LS	1
P-152-4.1	Unclassified Excavation	CY	20,144
P-152-4.2	Embankment in Place	CY	21,169
P-155-8.1	Lime-Treated Subgrade	SY	19,250
P-155-8.2	Lime	Ton	420
P-209-5.1	Crushed Aggregate Base Course (6")	SY	5,960
P-209-5.2	Crushed Aggregate Base Course (Var. Depth)	SY	5,710
P-307-7.1	Cement Treated Permeable Base (CTPB) (6")	SY	8,440
P-401-8.1	Asphalt Mix Pavement - Overlay	Ton	6,060
P-401-8.2	Asphalt Mix Pavement - Full Depth Shoulder - Surface	Ton	1,300
P-401-8.3	Asphalt Mix Pavement - Full Depth Shoulder - Base	Ton	3,890
P-501-8.1	Portland Cement Concrete Pavement (16.5")	SY	5,750
P-501-8.2	Portland Cement Concrete Pavement (16.5"), Reinforced	SY	940
P-501-8.3	Portland Cement Concrete Pavement (16.5"), Reinforced Isolation Joint	SY	1,090
P-602-5.1	Emulsified Asphalt Prime Coat	Gal	3,500
P-603-5.1	Emulsified Asphalt Tack Coat (Overlay)	Gal	2,260
P-603-5.2	Emulsified Asphalt Tack Coat (Shoulder)	Gal	1,170
P-620-5.1	Pavement Marking Removal	SF	4,600
P-620-5.2	Temporary Pavement Marking (Yellow)	SF	9,860
P-620-5.3	Temporary Pavement Marking (Red)	SF	140
P-620-5.4	Temporary Pavement Marking (Green)	SF	7,110
P-620-5.5	Reflectorized Pavement Marking (Yellow)	SF	9,860
P-620-5.6	Reflectorized Pavement Marking (White)	SF	70
P-620-5.7	Reflectorized Pavement Marking (Red)	SF	140
P-620-5.8	Non-Reflectorized Pavement Marking (Green)	SF	7,110
P-620-5.9	Non-Reflectorized Pavement Marking (Black)	SF	25,350
D-701-5.1	18" Reinforced Concrete Pipe (Class V)	LF	390
D-701-5.2	36" Reinforced Concrete Pipe (Class V)	LF	680
D-705-5.1	6" Perforated Underdrain (Complete)	LF	3,530
D-705-5.2	6" Non-Perforated Underdrain Outlet	LF	450
D-705-5.3	Underdrain Cleanout in Paved Shoulder	EA	28
D-705-5.4	Underdrain Outlet Connection to Structure	EA	4
D-751-5.1	Storm Sewer Manhole Grade Adjustment	EA	1
D-751-5.2	Drop Inlet Grade Adjustment in Pavement	EA	4
D-751-5.3	Storm Sewer Manhole	EA	4
D-751-5.4	Double Grate Inlet	EA	4

Item No.	Description	Unit	Quantity
T-901-5.1	Permanent Seeding & Mulching	AC	21
T-901-5.2	Sodding	SY	4,010
L-107-5.1	Relocate Wind Cone	EA	1
L-108-5.1	Remove #8 L-824 Cable from Conduit, Per LF of Conduit	LF	7,000
L-108-5.2	Remove #6 Bare Copper Counterpoise Direct Buried	LF	6,000
L-108-5.3	#8 5KV L-824 Type C Lighting Cable in Conduit	LF	8,260
L-108-5.4	#6 Bare Copper Counterpoise Direct Buried	LF	4,630
L-108-5.5	Remove FAA REIL/VASI Direct Buried 600V Armored Cables	LF	1,060
L-108-5.6	FAA Feeder Extension 600V #2 THWN-2	LF	400
L-108-5.7	FAA VASI 600V #2 Thwn-2	LF	2,510
L-108-5.8	FAA REIL 600V #8 Thwn-2	LF	2,400
L-108-5.9	Install FAA REIL 600V Current Sensing Cable Furnished by REIL Manufacturer	LF	10
L-108-5.10	FAA REIL 600V Trigger Cable, #16 Shielded	LF	320
L-109-7.1	Equipment within Existing Vault	LS	1
L-109-7.2	Modify Existing Tower Lighting Control Panel	LS	1
L-110-5.1	Remove 2" PVC Conduit	LF	6,000
L-110-5.2	(1) 2" PVC Schedule 40 Conduit Direct Buried	LF	5,030
L-110-5.3	(1) 2" PVC Schedule 40 Conduit Concrete Encased	LF	400
L-110-5.4	(2) 2" PVC Schedule 40 Conduit Concrete Encased	LF	200
L-115-5.1	Remove Electrical Handhole/Junction Structure	EA	4
L-115-5.2	Electrical Junction Box, L-867D, 16" Diameter	EA	7
L-125-5.1	Remove Elevated TWY Edge Light	EA	46
L-125-5.2	Remove Elevated RWY Threshold Light	EA	2
L-125-5.3	Remove In-Pavement RWY Edge Light	EA	5
L-125-5.4	L-861T(L) Elevated TWY Edge Light, Led w/ Heater Kit	EA	42
L-125-5.5	L-861 Elevated RWY Edge Light	EA	5
L-125-5.6	L-861E Elevated RWY Threshold Light	EA	2
L-125-5.7	Connect L-824 Cable to Existing Light/Sign	EA	7
L-125-5.8	L-853 Elevated TWY Edge Reflector	EA	7
L-125-5.9	Remove Guidance Sign	EA	14
L-125-5.10	L-858(L) Guidance Sign	EA	10
L-125-5.11	Remove FAA REIL/VASI Equipment Rack, REIL Master Timer	LS	1
L-125-5.12	Remove FAA REIL Light Unit	EA	2
L-125-5.13	FAA REIL/VASI Equipment Rack w/ Rack-Mounted Equipment	LS	1
L-125-5.14	FAA REIL L-849V(L) LED, Type E, Controller/Light Unit 1 and Light Unit 2	LS	1

**CONTRACT TIME.** The anticipated date that project work may commence on or about **June 3, 2024**. The owner has established a contract time of **120** Calendar Days. All project work shall be substantially

completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the project manual.

**BID GUARANTEE.** Each proposal must be accompanied by a bid guarantee in the amount of five (5) percent of the total amount of the bid. The bid guarantee may be by certified check or bid bond made payable to Metropolitan Topeka 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.

**AWARD OF CONTRACT.** All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the Metropolitan Topeka Airport Authority for a period not to exceed **ninety (90) days** from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

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 Metropolitan Topeka Airport Authority may require, to reject any and all bids and to waive any informality in the bids received.

Prospective Bidders are hereby advised that award of contract is contingent upon the owner receiving Federal funding assistance under the Airport Improvement Program.

**PROJECT SCHEDULE AND LIQUIDATED DAMAGES.** The CONTRACTOR agrees to commence and to have the project substantially completed within 120 Calendar Days after the Notice-to-Proceed.

The bidder acknowledges and accepts that for each and every Calendar Day the project remains incomplete beyond the contract time of performance, the substantial completion date, or not open to traffic as stipulated in the preceding paragraphs of this section, the CONTRACTOR shall pay the non-penal amount of \$3,000.00 per calendar day as a liquidated damage to the OWNER.

**FEDERAL PROVISIONS.** This project is subject to the following partial listing of 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:	9.0%
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 Non-Segregated Facilities – 41 CFR Part 60: 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.

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 nine percent (9.0%) 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 produced in the United States unless the Federal Aviation Administration has granted a formal waiver. As a condition of bid responsiveness, Bidders must submit the appropriate Buy American certification with their proposal.

**ADDITIONAL PROVISIONS.** A complete listing of the provisions applicable to this project can be found in the Supplemental Provisions.

**MODIFICATION OF DOCUMENTS.** 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 within the bound project manual. 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:

Hand Delivery of Proposals: Metropolitan Topeka Airport Authority  
6510 SE Forbes Avenue, Suite # 1  
Topeka, KS 66619  
TEL: 785-862-2362

Mail Delivery of Proposals: Metropolitan Topeka Airport Authority  
P.O. Box 19053  
Topeka, KS 66619

The upper left-hand corner of the sealed envelope must identify the following information:

**CONTRACT PROPOSAL**

Bid of {Insert Name of Bidder}

Reconstruct Lower Taxiway Alpha-Delta

AIP Project No.: 3-20-0113-047

To be opened at: 2:00 PM, February 21, 2024

**END OF NOTICE TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

**OWNER AND OWNER’S REPRESENTATIVE.** The Owner as stated herein refers to the following agency **Metropolitan Topeka Airport Authority**. The Owner’s authorized representative as stated herein refers to the Owner’s Consultant **WSP USA Inc.** herein referred to as Engineer.

**SUCCESSFUL BIDDER.** The term “Successful Bidder” means the lowest, qualified, responsible Bidder to whom the Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

**BIDDER REPRESENTATIONS.** By submittal of a proposal (bid), the BIDDER represents the following:

- The Bidder has read and thoroughly examined the project documents
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The Bidder has familiarized themselves of the requirements of working on an operating airport, has fully informed themselves of the project site conditions and the surrounding area, and has visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work.
- The Bidder has studied and carefully correlated Bidder’s observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work that may in any manner affect cost, progress or performance of the Work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.

**BID DOCUMENTS/PROJECT MANUAL.** The bid documents are comprised of the following; Notice-to-Bidders, Instructions-to-Bidders, Supplementary Provisions, General Provisions, Technical Specifications, Project Drawings, Proposal Form with attachments, Form of Contract Agreement, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein.

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful bidder.

Those individual elements of the Contract Documents that are bound together shall also be referred to as the Project Manual. No part of the project manual that is bound may be removed or detached.

Complete set of Bid Documents shall be used in preparing Bids; neither the Owner nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents/Project Manual.

Prospective bidders may obtain a copy of the project manual and project drawings from the designated office identified within the Notice-to-Bidders.

Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**MODIFICATIONS TO BID DOCUMENTS.** Modifications to the bid documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

**ERRORS AND DISCREPANCIES IN BID DOCUMENTS.** Should Bidder find an error, discrepancy, ambiguity or omission in the bid documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or the Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, Bidder represents that they have thoroughly reviewed the bid documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

**CLARIFICATIONS AND INTERPRETATIONS.** A bidder requiring a clarification or interpretation of the bid documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of ten (10) calendar days prior to the date of the bid opening. All questions and answers will be posted to the Bid Event. Questions and answers that result in a material change to the scope of work or quantities will require issuance of an addendum. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**INTERPRETATIONS OF ESTIMATED PROPOSAL QUANTITIES.** An estimate of quantities of work to be accomplished and materials to be furnished under these specifications is stated within the project manual. This estimate is a result of careful calculations and is believed to be correct. The estimated quantities are given only as a basis for comparison of proposals and the award of contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities.

The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "Alteration of Work and Quantities" of the general provisions without in any way invalidating the unit bid prices.

**SUBSTITUTE MATERIAL AND EQUIPMENT.** The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the "Effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Provisions.

**EXAMINATION OF CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS AND SITE CONDITIONS.** As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the Contract Documents, visit the site of the proposed work, examine the proposal, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement and familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a

proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that the Bidder is solely responsible for all assumptions, deductions, or conclusions which he or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents. Before submitting the Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Specifications or Drawings.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement described and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms, and conditions for performance of the Work.

**ISSUANCE OF PROPOSAL FORMS.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should the bidder be in default for any of the following reasons:

- Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.
- Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
- Contractor default under previous contracts with the owner
- Unsatisfactory work on previous contracts with the owner

**BID PROPOSAL FORM.** All bid proposals shall be made on the forms provided by the Owner within the bound Project Manual. No bidder may submit more than one proposal. All proposals are to be written in ink and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

**SIGNATURE OF PROPOSAL.** The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

Bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.

**MODIFICATION OR WITHDRAWAL OF BID PROPOSAL.** Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for

bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left-hand corner. Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

**BID GUARANTEE.** Each bid proposal must be accompanied by a Bid Guarantee, to be made payable to the Owner, in the amount of five percent (5%) of the Bidder's maximum Bid price (including alternates) and in the form of a certified check, cashier's check or bid bond issued by the Surety meeting the requirements of the General Provisions. The bid bond shall be from a responsible surety qualified to conduct business within the State of Kansas. A certified check shall be issued from a responsible and solvent bank or trust company. All forms of Bid guarantee must be delivered in original form. Facsimile transmissions of Bid guarantee documents will not be accepted.

**SUBCONTRACTORS, ETC.** Bidder must submit to Owner, as part of their Bid Form, a complete list of all Subcontractors and other persons and organizations (including those who will be furnishing the principal items of material and equipment) proposed to be used by the bidder to complete this project. Failure by the Bidder to provide this list with his bid shall render the bid nonresponsive. If requested by the Owner, the Successful Bidder shall submit to the Owner, in writing, an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such Subcontractor, person and organization listed on the Bid Form. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either Owner or Engineer may before giving the award of contract, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Guarantee. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving the award of contract, will be deemed acceptable to Owner and Engineer. Substitutions to this list of acceptable Subcontractors and other persons and organizations after the apparent Successful Bidder has been awarded a contract by the Owner will not be allowed without the written approval of the Owner or Engineer.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

The amount of the Work performed by Subcontractors in aggregate shall not exceed seventy (70) percent of the Total Bid. A contract will not be awarded to a bidder not in compliance with this requirement.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE).** 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 Metropolitan Topeka Airport Authority 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, including those who qualify as a Disadvantaged Business Enterprise.

The Owner has established a DBE contract goal of **nine (9) percent** for this contract. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract **nine (9) percent** of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26.

All bidders shall submit the following information with their proposal on the forms provided:

The names and addresses of DBE firms that will participate in the contract,

A description of the work that each DBE firm will perform,

The dollar amount of the participation of each DBE firm participating,

Written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal.

Evidence of good faith efforts undertaken by the bidder, as described in appendix A to 49 CFR Part 26.

The successful Bidder will be required to provide written confirmation from the participating DBE firms verifying their intent to participate as in the project. This written confirmation shall be submitted along with the proposal documents as a condition of bid responsiveness.

**GOOD FAITH EFFORTS (DBE).** Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Actions constituting evidence of good faith efforts are described in appendix A to 49 CFR Part 26. Such actions include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- Consult State Department of Transportation office to obtain a list of certified DBE firms.
- Selecting portions of work that increases the likelihood that DBE firms will be available to participate
- Providing DBE firms with sufficient information and time to review the project plans and specifications.
- Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

**BIDDER QUALIFICATIONS.** Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. To be determined responsible, a prospective contractor must:

- Have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them.
- Have previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located and evidence of Bidder's qualification to do business in the State of Kansas or covenant to obtain such qualification prior to award of the contract.
- Be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments.
- Have a satisfactory performance record.
- Have a satisfactory record of integrity and business ethics.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports. If the Bidder is presently pre-qualified with the State Highway agency, evidence of this pre-qualification may serve as evidence of financial responsibility in lieu of the certified financial statements and reports.

**STATE REGISTRATION OF OUT-OF-STATE CONTRACTORS.** Bidders are advised that K.S.A. 79-1008, 79-1009 requires the registration of out-of-state contractors with the Director of Revenue for collection of tax.

**NON-RESIDENT BIDDERS.** Attention is directed to Section 16-113 and 16-114 of the Kansas Statutes Annotated which requires that any Non-Resident Contractor who undertakes the construction of any public improvement to be paid for out of public funds, must appoint in writing and file with the Kansas Secretary of State, some person (resident in Shawnee County, Kansas) on whom service may be had in any civil action which may arise out of such contractual relation.

**ALTERNATE BIDS.** Bidder shall complete all blanks provided on the proposal forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those alternate bid options that the Bidder elects not to submit a proposal.

**SUBMISSION OF BID PROPOSAL.** Proposals shall be sent to arrive at the specified time and date for receipt of bids. Proposals received after the specified time will not receive consideration and will be returned unopened. Proposals shall be enclosed in a sealed opaque envelope. Each proposal shall be addressed to the office location identified in the Notice-to-bidders. The upper left-hand corner of the envelope shall be marked as follows:

**CONTRACT PROPOSAL**

Bid of {Insert Name of Bidder}

Reconstruct Lower Taxiway Alpha-Delta

AIP Project No.: 3-20-0113-047

To be opened at: 2:00 PM, February 21, 2024

**BID OPENING.** All proposals submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Owner or the Owner's representative. Bidders, their authorized agents, and other interested parties are invited to attend. Proposals submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

**EVALUATION OF PROPOSALS.** Proposals may be held by the Owner, in his sole discretion, for purposes of review and evaluation by the Owner for a period not to exceed ninety (90) calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

**BID INFORMALITIES AND IRREGULARITIES.** The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the owner's judgment best serves the Owner's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

**IRREGULAR PROPOSALS.** Proposals meeting the following criteria are subject to consideration as being irregular:

- If the proposal is on a form other than that furnished by the Owner or Owner's representative.
- If the form furnished by the Owner or Owner's representative is altered or detached from the original document.
- If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
- If the proposal contains unit prices that are obviously unbalanced.
- If the proposal is not accompanied by the bid guarantee specified herein.

**DISQUALIFICATION OF BID PROPOSALS.** The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal.
- Submittal of more than one proposal from the same partnership, firm or corporation.
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids.
- Failure by Bidder to furnish satisfactory bid guarantee.
- Failure by Bidder to provide all information required of the bid forms.
- Failure by Bidder to comply with the requirements of bid instructions.
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms.
- Failure by the Bidder to conform to the Affirmative Action and Notification of DBE requirements shall be deemed non-responsive and will not be accepted.
- Determination by the Owner that Bidder is not qualified to accomplish the project work.
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal.
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder.
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration.
- Evidence of collusion among bidders.

**MODIFICATION AND WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, Owner may, at its sole discretion, allow that bidder to withdraw his Bid and the Bid Security will be returned.

**CANCELLATION OF AWARD.** At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

**NOTICE OF AWARD OF CONTRACT.** It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible bidder that submits the lowest responsive proposal. The successful bidder will be informed their bid has been accepted through the Owner's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

**FEDERAL FUNDING ASSISTANCE.** It is the intent of the Owner to seek Federal participation assistance for this project under the Airport Improvement Program (AIP). Award of contract is conditioned upon the FAA concurring in award of contract and the owner securing Federal assistance. The issuance of the Notice-of-award will not be made until the FAA has concurred in award and Federal funding is confirmed.

**AWARD OF ALTERNATES.** 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.

**RETURN OF BID GUARANTY.** The bid guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the bid guaranty. The bid guaranty of the second and third lowest responsible bidders will be retained for a period of ninety (90) days pending the execution of the contract documents by the successful bidder. Except as noted above, the bid guaranty of unsuccessful bidders will be returned at the point their proposal is rejected.

**CONTRACT AGREEMENT.** The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within **thirty (30) days** of the date of the Notice-of-Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low bidder and shall result in the forfeiture of the Bidder's bid guarantee as a liquidated damage.

**CONTRACT TIME.** The number of days within which or the date by which the Work is to be completed (the Contract Time) is set forth in the Agreement.

**LIQUIDATED DAMAGES.** Provisions for liquidated damages are set forth in the Agreement.

**PERFORMANCE AND PAYMENT BONDS.** The successful Bidder shall furnish separate performance and payment bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.

The executed bonds shall be delivered to the Owner within fifteen (15) calendar days from the date of contract execution. Bonds should not be executed prior to execution of the contract agreement. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located, and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

**SALES TAXES.** For all projects, payment of Kansas State Sales Tax or Compensating (Use) tax is not necessary and should not be included in unit prices bid for materials to be incorporated in the work. The Metropolitan Topeka Airport Authority will furnish an exemption certificate (including exemption

certificate number) obtained from the Sales and Compensating Tax Division of the Department of Revenue of the State of Kansas to the Contractor, Subcontractor or repairmen making purchases of any tangible personal property to be incorporated in this project. The Contractor, Subcontractor or repairmen must furnish all suppliers with a copy of the properly executed exemption certificate secured for this project. He may reproduce as many copies of the certificate as he may need.

**CERTIFICATES OF INSURANCE.** The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the project manual.

**DBE AFFIRMATION.** If not submitted with the proposal, the successful Bidder shall furnish, prior to execution of the contract agreement, written affirmation from each identified Disadvantaged Business Enterprise (DBE) firm of their intent to participate in the project.

**APPROVAL OF THE CONTRACT.** Upon receipt of the Contract Agreement, Contract Bonds and Certificate of Insurance as executed by the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder's proposal and all terms and conditions of the Contract Agreement.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Contractor".

**STANDARD TECHNICAL SPECIFICATIONS.** This project shall be subject to the applicable Advisory Circulars (latest edition) of the Federal Aviation Administration with any addenda thereto, except as modified or supplemented by specifications contained in this Project Manual.

## **END OF INSTRUCTIONS TO BIDDERS**

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