

## NOTICE TO BIDDERS

**CITY OF BUTLER  
BUTLER MEMORIAL AIRPORT (BUM), BUTLER, MISSOURI  
REHABILITATE RUNWAY 18/36 LIGHTING  
AIP Project No: 22-021A-1**

Sealed bids will be received by the Owner, the **City of Butler, Butler, Missouri**, at the **Butler City Hall**, at **22 West Ohio, Butler, MO, 64730** until 2:00 p.m. local time, on **Thursday, August 17, 2023**, and then publicly opened and read aloud, for furnishing all labor, materials and equipment, and performing all work necessary for completing the **Rehabilitate Runway 18/36 Lighting**.

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

- City of Butler, 22 W. Ohio, Butler, MO, 64730 (660-679-4013)
- Benesch, 4435 Main Street, Ste 1150, Kansas City, MO 64111 (816-221-4222)

A complete set of electronic plans and specifications, not including referenced documents, may be obtained from the Engineer via an Engineer hosted FTP site at no cost. To request electronic plans/specifications from Benesch, please send an email request to both of the following email addresses with the required info:

**Benesch Email Addresses:**      [eduvall@benesch.com](mailto:eduvall@benesch.com) (Elizabeth Duvall) and  
   [jkotschwar@benesch.com](mailto:jkotschwar@benesch.com) (Jeffery Kotschwar)

Email Information

<b>Email Title:</b>	<b>Rehabilitate Runway 18/36 Lighting – Plan/Spec Request</b>
<b>Contractor Email Address:</b>	Email Address Where FTP Link Can Be Sent
<b>Contractor Contact Name:</b>	Name of Person To Be “Attentioned” On Email
<b>Contractor Phone Number:</b>	(Area Code) Phone #

Parties then interested in submitting an official bid must contact Benesch (816-221-4222 or 913-441-1100) and request an official bid booklet. The electronic documents on the Engineer hosted FTP site do not contain the official bid booklet. Contractors must obtain an official bid booklet from Benesch to submit a bid.

A pre-bid meeting will **NOT** be held in conjunction with this project. All bidders are required to examine the site to become familiar with all site conditions.

Contractors shall coordinate with **Chris Hall (816-529-5867)** for site visit opportunities. The Owner reserves the right, at the time of the site visit, to reject requests to inspect specific areas of the airfield, if it is not conducive to airport operations at the time.

### Contract Work Items

In general, this project work will involve the work items identified in the table below.

Prospective Bidders are hereby advised that the quantities indicated herein are approximate and are subject to change per Section 40 of the General Provisions.

**SCHEDULE OF APPROXIMATE QUANTITIES**

ITEM NO.	SPEC ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT
<b>BASE BID SECTION - RUNWAY 18/36 LIGHTING</b>				
1	B-101-1	Airport Safety Measures	1	L.S.
2	B-102-1	Construction Staking	1	L.S.
3	B-103-4.1	L-861(L) Runway Light Fixture (Frangible Coupling, Stem And Fixture) (Spare Part)	6	EA
4	B-103-4.2	L-861T(L) Taxiway Light Fixture (Frangible Coupling, Stem And Fixture) (Spare Part)	2	EA
5	B-103-4.3	L-861E(L) Runway Threshold/End Light Fixture (Frangible Coupling, Stem And Fixture) (Spare Part)	2	EA
6	B-103-4.4	Frangible Coupling for Light Fixture (Spare Part)	10	EA
7	B-104-5.2	Airfield Electrical Removals (Complete)	1	L.S.
8	B-104-5.4	Removal of Existing Runway 18 PAPI System	1	L.S.
9	B-104-5.5	Removal of Existing Runway 36 PAPI System	1	L.S.
10	C-105-1	Site Preparation and Mobilization	1	L.S.
11	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed In Conduit	19,687	L.F.
12	L-108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed In Trench, Including Ground Rods & Ground Connectors	9,043	L.F.
13	L-108-5.4	No. 6 AWG, Insulated, Stranded "Green" Equipment Ground, Installed In Conduit	11,142	L.F.
14	L-109-7.1	Electrical Vault Work	1	L.S.
15	L-109-7.2a	Install New L-828, 4 kW Constant Current Regulator (Runway 18/36)	1	EA
16	L-109-7.2b	Install New L-828, 2.5 kW Constant Current Regulator (PAPIs)	1	EA
17	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2-Inch Sch. 40 PVC	8,455	L.F.
18	L-110-5.2	Non-Encased Electrical Conduit, 2-Way 2-Inch Sch. 40 PVC	484	L.F.
19	L-110-5.3	Non-Encased Electrical Conduit, 1-Way 2-Inch HDPE Sch. 80/SDR11 (Push Or Bore)	27	L.F.
20	L-110-5.4	Non-Encased Electrical Conduit, 2-Way 2-Inch HDPE Sch. 80/SDR11 (Push Or Bore)	297	L.F.
21	L-115-5.2	Electrical Handhole, L-867 Size D	6	EA
22	L-125-5.3a	L-861T(L) Taxiway Edge Light, L-867 Size B (Complete)	22	EA
23	L-125-5.3b	L-861T(L) Taxiway Edge Light, L-867 Size D (Complete)	8	EA
24	L-125-5.4a	L-861(L) Runway Edge Light, L-867 Size B (Complete)	39	EA
25	L-125-5.4b	L-861E(L) Runway Threshold/End Light, Size B (Complete)	16	EA
26	L-125-5.7a	L-881(L) Runway 18 PAPI (Complete)	1	L.S.
27	L-125-5.7b	L-881(L) Runway 36 PAPI (Complete)	1	L.S.
<b>ADD 1 - Wind Cone</b>				
ADD 1-1	B-104-5.3	Remove Existing Wind Cone	1	L.S.
ADD 1-2	L-107-1	L-807, LED, Style I-B, Size 2, Wind Cone And Foundation, In Place (Complete)	1	L.S.
ADD 1-3	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed In Conduit	668	L.F.
ADD 1-4	L-108-5.3	No. 6 AWG, Solid, Bare Cooper Counterpoise Wire, Installed In Trench, Including Ground Rods & Ground Connectors	314	L.F.

ITEM NO.	SPEC ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT
ADD 1-5	L-108-5.4	No. 6 AWG, Insulated, Stranded "Green" Equipment Ground, Installed In Conduit	326	L.F.
ADD 1-6	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2-Inch Sch. 40 PVC	314	L.F.
ADD 1-7	L-115-5.2	Electrical Handhole, L-867 Size D	1	EA

#### Contract Time

The owner has established a contract performance time as shown below beginning on the date of the Notice-to-Proceed. The first **calendar day** charged, according to General Provisions 80-07 paragraph "(b)", will be the effective Notice-to-Proceed date. A formal Notice-To-Proceed letter will be issued by the Owner/Engineer for each phase. All project work shall be substantially completed within the stated timeframe(s). All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed below. See General Provisions Section 80-08 and the CSPP Plans for additional information.

#### Project Duration:

**Phase 1: 5 Calendar Days**

**Phase 2: 20 Calendar Days**

**Total Project: 25 Calendar Days\***

**\* Total Project Duration Does Not Include FAA Flight Check. – Contractor Required To Be Present During FAA Flight Check**

#### Liquidated Damages

This project is subject to liquidated damages as prescribed below.

The Contractor agrees that all contract work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for the completion of the contract work set forth in the Contract Documents is a reasonable time for delivery of equipment and materials and completion of the contract work as specified.

The time limit for the completion of all the work, as herein provided, is of the essence of this contract. In case the Contractor fails to complete the work hereunder within the Contract time, the Contractor agrees to pay the Owner the amount listed below for each and every **calendar day** consumed in the performance and completion of the project, which exceeds the time allowed for that purpose. This sum, in view of the difficulty in ascertaining the loss which the Owner will suffer by reason of delay in the performance of the work hereunder, is hereby agreed upon, fixed, and determined by the parties hereto as the liquidated damages the Owner will suffer by reason of any delay and default, and are not penalties.

Failure to complete a phase and the project within the respective specified calendar day, working day, or night closure, as specified in the contract, or an occurrence of a runway opening delay, will result in damages being assessed in the amount(s) shown below and as specified in General Provisions 80-08.

The Owner shall deduct and retain the amount of such liquidated damages from the money that may be due or become due the Contractor under this contract. In arriving at the daily rate, as agreed upon, liquidated damages as herein set forth, the Owner has estimated that should the period of performance be extended beyond the period hereinbefore set forth for completion of the work, the Owner could reasonably anticipate suffering at least the following damages:

#### Project Liquidated Damages:

**Phase 1: \$1,000/Calendar Day**

**Phase 2: \$1,200/Calendar Day**

Refer to General Provisions Section 80-08 "*Failure To Complete On Time*" for more information regarding Liquidated Damage assessments.

### **Bid Security**

Each proposal must be accompanied by a bid guaranty (per 49 CFR Part 18.36(h)(1)) in the amount of not less than **five (5) percent** of the total amount of the total amount of the bid. The bid guaranty may be by certified check on a solvent bank or bid bond made payable to the **City of Butler of Butler, MO**.

### **Bonding Requirements**

The successful bidder will be required to furnish separate performance (per 49 CFR Part 18.36(h)(2)) and payment (per 49 CFR Part 18.36(h)(3)) bonds, each in an amount equal to 100% of the contract 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 **City of Butler of Butler, MO** for a period not to exceed **ninety (90) calendar 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 (for the award option that is in the Owner's best interest based on available Federal Funding) submitted from those bidders that are confirmed as being responsive and responsible. **Contractors bidding shall bid all items.** The right is reserved, by the Owner, to reject any and all bids and to waive any or all irregularities, technicalities, informality or any information in the bids received.

Prospective Bidders are hereby advised that award of contract is contingent upon owner receiving Federal funding assistance under the Airport Improvement Program (AIP) and Bipartisan Infrastructure Law (BIL).

Each bidder, in submitting a bid, acknowledges that the **City of Butler of Butler, MO (Owner)** in its sole discretion will evaluate all bids and additional information and make the determination as to the lowest responsible and responsive bidder. The submission of a bid by any bidder and the opening and recording of the bid by the **City of Butler of Butler, MO** shall confer no right upon the bidder and obligation upon the **City of Butler of Butler, MO**. The submission of a bid by any bidder and the opening and recording of such bid by the **City of Butler of Butler, MO** does not result in a finding or presumption of either responsiveness or responsibility. The **City of Butler of Butler, MO** may require the submission of additional information relating to any bidder during the bid evaluation process and each bidder by submitting a bid agrees to comply with any such request.

### **Federal Provisions**

Each bidder shall be aware and acknowledge that the project is subject to the FAA's current *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Project* itemized as follows and included in Article 2 Supplementary Provisions of the contract documents:

- Executive Order 11246 and DOL Regulation 41 CFR PART 60 - Affirmative Action to Ensure Equal Employment Opportunity.
- TITLE 49 United States Code, CHAPTER 501 – Buy American Preference.
- TITLE VI Of The Civil Rights Act Of 1964 – Civil Rights Act Of 1964 – Civil Rights Title VI Assurances, Compliance With Nondiscrimination Requirements.
- DOT Regulation 49 CFR PART 29 - Government-wide Debarment and Suspension.
- 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 Restriction).
- Lobbying Of Federal Employees: TITLE 31 United States Code, 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J) and 49 CFR part 20, Appendix A.
- Procurement of Recovered Materials: 2 CFR 200.322, 40 CFR Part 247 and Solid Waste Disposal Act.

### **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.

**AFFIRMATIVE ACTION (41 CFR PART 60-4)**

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: 10.0%

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 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 **State of Missouri, Bates County, and the City of Butler.**

**CIVIL RIGHTS - TITLE VI SOLICITATION NOTICE**

The **City of Butler, Butler, MO (Sponsor)**, 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.

**DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)**

DBE Requirement: This project is subject to the requirements of 49 CFR Part 26 Disadvantaged Business Enterprise Participation. The owner has established a contract participation goal of **0.00 percent** for small business concerns owned and controlled by certified socially and economically disadvantaged business enterprise (DBE). 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 bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the form 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; and 5) 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.

The apparent successful Bidder must provide written confirmation of participation from each of the DBE firms listed in their commitment with the proposal documents as a condition of bid responsiveness.

**DAVIS-BACON ACT, AS AMENDED (DOL REGULATION 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.

In accordance with the Davis-Bacon Act, and the Missouri Prevailing Wage Law, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor and the Missouri Division of Labor Standards, respectively. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

**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 within the official bid booklet. Bidders must supply all required information prior to the time of bid opening.

Contractors bidding need not be pre-qualified but shall be qualified to do the work.

Contractors bidding shall identify proposed subcontractors on the "Tentative List of Subcontractors" form included in the proposal.

**Sales Tax**

Bidders shall not include sales tax in their bids. This project is sales tax exempt. The Owner will furnish the Contractor a Sales Tax Exempt Certificate (Form 17 – Purchasing Agent Appointment And Delegation Of Authority For Sales And Use Tax) for use in purchasing materials.

**New Employee Work Eligibility Status**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/>.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**Submittal of Proposals**

Additional information and instructions for submittal of a proposal are provided within the Instructions-to-Bidders. Envelopes containing bids must be sealed and addressed to:

**City of Butler**  
**Attn: Mike West**  
**22 West Ohio**  
**Butler, MO 64730**

If bids are mailed in lieu of hand-delivery, the contractor shall write on the front of the package:

**"Not To Be Opened Until 2:00 p.m. Local Time On Thursday, August 17, 2023. Contains Confidential Bid Information"**

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

**CONTRACT PROPOSAL**

Bid of {Name of Contractor}

For construction improvements at Butler Memorial Airport, Butler, MO

AIP Project No.: 22-021A-1

To be opened at: 2:00 p.m. local time on Thursday, August 17, 2023

**END OF NOTICE TO BIDDERS**

*{This Page Intentionally Left Blank}*