



PO Box 13500, Grand Forks, ND 58208-3500
Ph: 701.775.4205 ~ Fx: 701.775.5584

DBE Request for Proposal / Solicitation Addendum 1 moves the bid date to 02/21/19

February 1, 2019

Re: City of Williston, Williston Basin Int'l Airport, City of Williston, Williston Basin Int'l Airport, XWA GA Apron Associated Taxilanes, Wildlife Security Fence Phase II, and On-Site Roads- Bid: 02/21/19 - DBE Goal: 3.70% - Bid Advertisement, Bid Schedule, Federal Provisions, & Wage Classification, and DBE Letter of Intent are attached for informational purposes only.

Strata Corporation, PO Box 13500, Grand Forks, ND 58208-3500, is soliciting sub quotes from Disadvantaged Business Enterprises on any/all items and/or materials for the following at the **City of Williston, Williston Basin Int'l Airport, XWA GA Apron Associated Taxilanes, Wildlife Security Fence Phase II, and On-Site Roads- Bid: 02/21/19:**

- Electrical Supply
- Landscaping Items
- Erosion Control Items
- Pavement Marking Items
- Fencing Items
- Fabric Supply
- Joint Sealing Items
- Underground Items
- Traffic Control

If interested in quoting or for further information, please contact Rob Martens, our estimator, at our Grand Forks office at 701-741-4239, or Keith Wolter, our Sr. Electrical Operations Manager by calling 701-741-0901, or e-mail quotes@strata-corp.com. All quotes must be received by Strata Corporation prior to 5:00 p.m., central time the night before the bid date to be considered responsive.

Plans and Specifications cannot be emailed due to limitations on our server and the size of the Plans and Specifications. Plans and specifications are on file and may be seen by appointment only at the offices of Strata Corporation in Grand Forks, ND, or in Minot, ND. Copies of the bid documents including project drawings and technical specifications are on file and may be inspected at: City of Williston, Office of Anthony Dudas, 402 Airport Road, Williston, ND; Phone: 701-577-8100 or Burns & McDonnell Engineering Company, Inc., 8201 Norman Center Dr., Bloomington, MN 52437; Phone: 816-333-9400. Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents, for a **\$50.00** fee, by inputting QuestCDN project # **6090676** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information. Complete project bidding documents are available through the Williston Builders Exchange.



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Strata Corporation personnel are prepared to assist you in interpreting plans, preparing proposals, & providing advice on obtaining bonding and/or insurance if need be. Also, when preparing quotes, please be aware of the insurance limits required by the owner in the specifications. This insurance coverage needs to be included in your quoted price & in place PRIOR TO STARTING ON THE JOB SITE.

Please complete and Return the attached DBE Letter of Intent with your quotation.

Disadvantaged Business Enterprise – 49 CFR Part 26: The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of Strata Corporation and the City of Williston 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. Awards of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of 3.70 percent has been established for this contract. The non-DBE bidder shall subcontract 3.70 percent of the dollar value of the base bid(s), excluding any additive alternates, to disadvantaged business enterprises (DBE) or make good faith efforts to meet the DBE contract goal.

The bidder and any subcontractor who qualifies as a DBE who subcontracts work to another non-DBE firm must subtract the amount of the non-DBE contract from the total DBE work counted toward the goal, as defined in 49 CFR Part 26.55.

All and all types of businesses awarded subcontracts must be registered in System for Award Management at website: <http://www.sam.gov>.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Strata Corporation and the City of Williston to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. Strata Corporation and the Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Strata Corporation is an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to their veteran status, disability, sex, sexual orientation, gender identity, race, color, national origin, age, religion, or any other characteristic protected under local, state or federal statute, ordinance, or regulation.

JoAnne C. Olson
Contract Administrator
EEO & DBE Officer
jolson@strata-corp.com

CONSTRUCT GA APRON ASSOCIATED TAXIWAYS AND TAXILANES AND WILDLIFE / SECURITY FENCE – PHASE II AND ON-SITE ROADS.

FOR THE WILLISTON BASIN INTERNATIONAL AIRPORT

ADDENDUM NO. 1

February 1, 2019

Addendum No. 1 consists of the following clarifications, changes, additions, etc.

Change:

1. Section 1 Notice to Bidders:
Delete and Replace the 6th paragraph with the following.

A non-mandatory prebid conference for this project will be held at **3:30 PM (CENTRAL) on February 6th, 2019** in the City of Williston City Hall. A non-mandatory project site-visit will be conducted following the pre-bid meeting.

2. Section 1 Notice to Bidders:
Delete and Replace the 1st paragraph with the following.

Sealed bids subject to the conditions and provisions presented herein will be received until **3:00 PM (CENTRAL), February 21st, 2019**, and then publicly opened and read at **the Williston City Commission Meeting Room - City Hall, 22 East Broadway, Williston, North Dakota**, for furnishing all labor, materials, and equipment and performing all work necessary to construct **GA Apron Associated Taxiways and Taxilanes and Wildlife / Security Fence – Phase II and On-Site Roads**.

3. Section 1 Notice to Bidders:
Delete and Replace the final paragraph with the following.

CONTRACT PROPOSAL

Bid of: (Name and Address of Bidder)

For Construction of the Base Bid – GA Apron Associated Taxiways and Taxilanes and Wildlife / Security Fence – Phase II and On-Site Roads for the Williston Basin International Airport, Williston, ND

To be opened at: **3:00 PM (CENTRAL) on February 21st, 2019**

Clarifications/Bid Inquiries:

1. Question: I was reviewing the ITB this morning and want to confirm a bid will not be considered unless pricing is submitted from a single contractor for all three Volumes of work.

Response: All 3 volumes must be bid by a single contractor to be considered responsive.

Acknowledge receipt and acceptance of this addendum in the appropriate space below.

Andrew Loftus, PE
Project Manager
Burns & McDonnell

Name of Firm

Signature of Authorized Person of Above Firm

Title

Date

LETTER OF INTENT
Disadvantage Business Enterprise
 (This page shall be submitted for each DBE firm)

Bidder/Offer Name: Strata Corporation
 Address: PO Box 13500
 City: Grand Forks State: ND Zip: 58208-3500

DBE Firm: DBE Firm: _____
 Address: _____
 City: _____ State: _____ Zip: _____

DBE Contact Person: Name: _____ Phone: () _____

DBE Certifying Agency: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
 (Signature) **DBE Signature** (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

PART 1 – NOTICE TO BIDDERS

**CITY OF WILLISTON
WILLISTON BASIN INTERNATIONAL AIRPORT**

Sealed bids subject to the conditions and provisions presented herein will be received until **3:00 PM (CENTRAL), February 14th, 2019**, and then publicly opened and read at **the Williston City Commission Meeting Room - City Hall, 22 East Broadway, Williston, North Dakota**, for furnishing all labor, materials, and equipment and performing all work necessary to construct **GA Apron Associated Taxiways and Taxilanes and Wildlife / Security Fence – Phase II and On-Site Roads**.

The bid documents are to be mailed or delivered to the City Administrators Office, Attn: Peggy Masters, 22 East Broadway, Second Floor, PO Box 1306, Williston, North Dakota 58802 and shall be sealed and endorsed, **“GA Apron Associated Taxiways and Taxilanes and Wildlife / Security Fence – Phase II and On-Site Roads”** and shall indicate the type and number of contractor's license.

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

City of Williston, North Dakota (Owner)	Burns & McDonnell Engineering Company, Inc.
Office of Anthony Dudas	(Engineer)
402 Airport Road	8201 Norman Center Drive
Williston, North Dakota	Bloomington, Minnesota 52437
P: 701-577-8100	P: 816-333-9400

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents, for a \$50.00 fee, by inputting QuestCDN project #6090676 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Complete project bidding documents are available through the Williston Builders Exchange.

A non-mandatory prebid conference for this project will be held at **2:00 PM (CENTRAL) on February 4, 2019** in the City of Williston City Hall. A non-mandatory project site-visit will be conducted following the pre-bid meeting.

Technical questions and requests for clarifications shall be submitted in writing only via email to the Engineer, Andrew Loftus, no later than 5 calendar days prior to the Bid Opening Date. Questions and clarifications shall be submitted to: aloftus@burnsmcd.com.

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.

Item No.	Spec. No.	Description	Unit	Estimated Quantity
VOLUME I: GA APRON ASSOCIATED TAXIWAYS AND TAXILANES				
1	P-102-2.1	TRAFFIC CONTROL	LS	1.00
2	SECTION 105	MOBILIZATION	LS	1.00
3	SP-001	ENGINEER FIELD OFFICE	MO	10.00
4	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	52,000.00
5	P-154-5.1-1	SUBBASE COURSE (30")	SY	8,200.00
6	P-154-5.1-2	SUBBASE COURSE (39")	SY	17,800.00
7	P-154-5.2	GEOTEXTILE FABRIC	SY	26,000.00
8	P-156-5.1	TEMPORARY SEEDING AND MULCHING	AC	25.00
9	P-156-5.2	INSTALLATION AND REMOVAL OF SILT FENCE	LF	4,500.00
10	P-156-5.3	SEDIMENT REMOVAL	CY	250.00
11	P-156-5.4	EROSION CONTROL LOGS	LF	650.00
12	P-156-5.5	INLET PROTECTION	EA	22.00
13	P-209-5.1	CRUSHED AGGREGATE BASE COURSE (6")	SY	26,000.00
14	P-306-8.1	LEAN CONCRETE BASE COURSE (6")	SY	8,200.00
15	P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT (9")	SY	7,550.00
16	P-501-8.2	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	16,750.00
17	P-605-5.1	JOINT SEALING FILLER	LF	45,000.00
18	P-620-5.1	REFLECTIVE PAVEMENT MARKING (YELLOW)	SF	4,250.00
19	P-620-5.2	NON-REFLECTIVE PAVEMENT MARKING (BLACK)	SF	8,500.00
20	D-701-5.1	12" CLASS V REINFORCED CONCRETE PIPE	LF	800.00
21	D-701-5.2	18" CLASS V REINFORCED CONCRETE PIPE	LF	375.00
22	D-701-5.3	24" CLASS V REINFORCED CONCRETE PIPE	LF	700.00
23	D-701-5.4	12" CLASS V REINFORCED CONCRETE PIPE FLARED END SECTION	EA	1.00
24	D-701-5.5	18" CLASS V REINFORCED CONCRETE PIPE FLARED END SECTION	EA	1.00
25	D-701-5.6	24" CLASS V REINFORCED CONCRETE PIPE FLARED END SECTION	EA	1.00
26	D-705-5.1	6-INCH SMOOTH-WALL PERFORATED PVC UNDERDRAIN PIPE	LF	11,150.00
27	D-705-5.2	6-INCH NON-PERFORATED PVC UNDERDRAIN PIPE	LF	85.00
28	D-751-5.1	AIRFIELD INLETS - 60" CYLINDRICAL	EA	15.00
29	D-751-5.2	CONNECT 24" REINFORCED CONCRETE PIPE TO INLET No. 14W	EA	1.00

30	D-751-5.3	RAISE MANHOLE - (48" CYLINDRICAL - No. 32W)	EA	1.00
31	D-751-5.4	REPLACE EXISTING INLETS WITH MANHOLE LIDS (No. 17W, No. 16W, No. 15W) - 60" CYLINDRICAL	EA	3.00
32	L-108-5.1	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK, OR CONDUIT	LF	3,000.00
33	L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	3,000.00
34	L-110-5.1	ELECTRICAL DUCT BANK, 1-2" PVC	LF	2,150.00
35	L-110-5.2	CONCRETE ENCASED ELECTRICAL CONDUIT, 2-2" PVC	LF	175.00
36	L-125-5.1	OWNER PROVIDED L-861T(L), LED, ELEVATED TAXIWAY EDGE LIGHT TO BE INSTALLED ON NEW L-867-B GALVANIZED BASE CAN (INCLUDES FIXTURES, TRANSFORMERS, BASE PLATE WITH GASKET, AND CONDUIT)	EA	32.00
37	L-125-5.2	OWNER PROVIDED L-858 (L) LOCATION SIGN, LED, SIZE 2, TO BE INSTALLED ON NEW FOUNDATION, ISOLATION TRANSFORMER, CABLE, BASE CAN, AND CONDUIT	EA	9.00
38	T-901-5.1	SEEDING	AC	25.00
39	T-904-5.1	SODDING (21" WIDTH)	SY	2,300.00
40	T-905-5.1	TOPSOILING (OBTAINED ON SITE OR REMOVED FROM STOCKPILE)	SY	77,850.00
41	T-908-5.1	MULCHING	AC	25.00
41	SECTION 70-21	CONSTRUCTION WATER PROVISIONS	LS	1.00
42	Plan Notes	COORDINATION WITH OTHER ON-SITE CONTRACTORS	LS	1.00

Item No.	Spec. No.	Description	Unit	Estimated Quantity
VOLUME II: WILDLIFE / SECURITY FENCE - PHASE II				
1	SECTION 105	MOBILIZATION	LS	1.00
2	SECTION 70	TRAFFIC CONTROL	LS	1.00
3	F-162-1	10' TALL GALVANIZED CHAIN LINK FENCE	LF	9,888.00
4	F-162-2	26' WIDE AUTOMATIC CANTILEVER SLIDING GATE	EA	1.00
5	F-162-3	24' WIDE AUTOMATIC CANTILEVER SLIDING GATE	EA	3.00
6	F-162-4	24' WIDE MANUAL CANTILEVER SLIDING GATE	EA	1.00
7	F-162-5	5' WIDE MANUAL PEDESTRIAN GATE	EA	1.00
8	F-162-6	CONCRETE THRESHOLD PAD AT GATE	EA	1.00
9	F-162-7	2' WIDE CONCRETE MOW STRIP	LF	288.00
10	F-162-8	8" DIA. BOLLARD AT GATE	EA	24.00
11	F-162-9	FENCE SIGNAGE	LS	1.00
12	26 05 19	CONDUCTORS - THWN #12 AWG	LF	20,000.00
13	27 05 19	CONDUCTORS - THWN #8 AWG	LF	1,000.00
14	28 05 19	CONDUCTORS - THWN #4 AWG	LF	2,000.00
15	29 05 19	CONDUCTORS - THWN #3 AWG	LF	2,500.00
16	26 05 33	RACEWAYS - 1" SCHEDULE 80 PVC CONDUIT	LF	8,500.00
17	26 05 33	RACEWAYS - 2" SCHEDULE 80 PVC CONDUIT	LF	9,000.00
18	26 05 33	RACEWAYS - 3" SCHEDULE 80 PVC CONDUIT	LF	1,500.00
19	26 05 33	RACEWAYS - 1" SCHEDULE 80 PVC CONDUIT - CONCRETE ENCASED	LF	500.00
20	26 05 33	RACEWAYS - 2" SCHEDULE 80 PVC CONDUIT - CONCRETE ENCASED	LF	175.00
21	Plan Notes	24" x 36" Tier 15 TRAFFIC RATED HANDHOLE	EA	35.00
22	Plan Notes	GATE OPERATOR	EA	4.00
23	Plan Notes	POWER DISTRIBUTION ELECTRICAL RACK	EA	1.00
24	26 56 10	SITE LIGHTING POLE AND FIXTURE	EA	5.00
25	27 13 00	BACKBONE CABLING - 12 STRAND FIBER	LF	1,500.00
26	27 13 00	BACKBONE CABLING - 6 STRAND FIBER	LF	6,000.00
27	Plan Notes	GATE ACCESS CONTROL & CCTV SYSTEM	EA	4.00
28	Plan Notes	COORDINATION WITH OTHER ON-SITE CONTRACTORS	LS	1.00

Item No.	Spec. No.	Description	Unit	Estimated Quantity
VOLUME III: ON-SITE ROADS				
1	SECTION 105	MOBILIZATION	LS	1.00
2	NDDOT 704	TRAFFIC CONTROL	LS	1.00
3	NDDOT 107	DUST/MUD CONTROL	LS	1.00
4	NDDOT 106	MATERIAL TESTING	LS	1.00
5	NDDOT 105	UTILITY PROTECTION, RELOCATION, AND COORDINATION	LS	1.00
6		CONCRETE CABLE MATT	SF	6,435.00
7	NDDOT 260	SILT FENCE INSTALLATION & REMOVAL	LF	4,825.00
8	NDDOT 261	12" WATTLE	LF	240.00
9		ROCK CHECK DAM	EA	25.00
10	NDDOT 203	ROADWAY EARTHWORK/ REWORK/ EXPORT MATERIAL/ STOCKPILE	CY	45,111.00
11	NDDOT 203	TOPSOIL REMOVAL/STOCKPILE	SF	1,139,345.00
12	NDDOT 203	TOPSOIL REPLACEMENT	SF	624,669.00
13	NDDOT 251	RE-SEEDING DISTURBED AREAS	AC	14.50
14	NDDOT 714	4" HDPE PERFORATED DRAIN PIPE WITH GRAVEL TRENCH	LF	19,339.00
15	NDDOT 714	PRE-CAST CONCRETE HEADWALL FOR 4" DRAIN PIPE	EA	21.00
16	NDDOT 714	18" RCP CONCRETE PIPE	LF	212.00
17	NDDOT 714	24" RCP CONCRETE PIPE	LF	1,027.00
18	NDDOT 714	30" RCP CONCRETE PIPE	LF	116.00
19	NDDOT 714	18" RCP END SECTION	EA	6.00
20	NDDOT 714	24" RCP END SECTION	EA	24.00
21	NDDOT 714	30" RCP END SECTION	EA	4.00
22	NDDOT 302	11" CLASS 5 GRAVEL ROAD BASE (UNDER ROADWAY)	SF	139,434.00
23	NDDOT 302	13" CLASS 5 GRAVEL ROAD BASE (UNDER ROADWAY)	SF	303,325.00
24	NDDOT 302	2' WIDE SHOULDER BASE CLASS 5 GRAVEL ROAD BASE (15" THICK)	SF	21,984.00
25	NDDOT 302	2' WIDE SHOULDER BASE CLASS 5 GRAVEL ROAD BASE (17" THICK)	SF	43,812.00
26	NDDOT 709	S1 FABRIC US 180 NW	SF	508,556.00
27	NDDOT 709	TX-5 GEO GRID	SF	508,556.00
28	NDDOT 302	6" CLASS 5 GRAVEL ROAD SURFACING	SF	96,140.00
29	NDDOT 230	SOFT SPOT REPAIR	SF	3,500.00
30	NDDOT 754	SIGN PLAQUE AND POST	EA	30.00
31	NDDOT 430	4" HOT BITUMINOUS ASPHALT	SF	442,759.00

32	NDDOT 762	PAVEMENT MARKINGS	LS	1.00
33	NDDOT 722	SEWER MANHOLE ADJUSTMENT	EA	5.00
34	Plan Notes	COORDINATION WITH OTHER ON-SITE CONTRACTORS	LS	1.00

Contract Time. The successful Bidder hereby agrees to commence and complete the work under this contract within the time schedule indicated and further agrees to pay as liquidated damages the sum as shown for each consecutive calendar days thereafter as provided in the following schedule. Schedule based on issuance of the Notice to Proceed on or before March 15, 2019.

The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed. The Prerequisites to Substantial Completion shall be completed by **August 30, 2019 for Volume I: GA Apron Associated Taxiways and Taxilanes**. The Prerequisites to Substantial Completion shall be completed by **August 30, 2019 for Volume II: Wildlife / Security Fence – Phase II**. The Prerequisites to Substantial Completion shall be completed by **August 30, 2019 for Volume III: On-Site Roads**. If the Contractor does not meet these dates, liquidated damages shall be assessed per day for every calendar day beyond the dates.

Seeding and mulching shall not be bound by calendar day schedule but shall be completed within ten (10) working days within the seeding dates provided in the Grass Seed Report in Appendix E, after which time liquidated damages will begin if seeding and mulching is not completed and accepted.

Bid Security. Each bid shall be accompanied by a separate envelope containing a Bid Bond in a sum equal to **five percent (5%)** of the maximum bid price (**the sum of Volume I, Volume II, and Volume III**), executed by the Bidder as principal and by a surety company authorized to do business in the State of North Dakota, payable to the City of Williston, conditioned that if the principal's bid be accepted and the contract awarded to him, he, within ten (10) days after Notice of Award has been executed, will execute and effect a contract in accordance with the terms of his bid and a contractor's bond as required by law and regulations and determinations of the governing board. The bid security of the three lowest bidders will be retained until the Notice of Award has been executed, but no longer than 120 days. The bid security is a guarantee that the bidder will enter into contract for work described in the Proposal.

Each proposal must be accompanied by a bid guaranty in the amount of **five (5) percent** of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to **City of Williston**.

The Contractor shall also enclose within the Bid Security envelope a copy of the bidder's North Dakota Contractor's License or a copy of their latest renewal certificate issued by the Secretary of State as per North Dakota Century Code 43-07-07 and 43-07-12. Any bid not containing this document shall not be acceptable and shall be returned to the Bidder.

Bonding Requirements. The successful bidder will be required to furnish separate performance and payment bonds each in an 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 **City of Williston** for a period not to exceed **120 calendar days** from the date of the bid opening for the purpose of conducting the bid evaluation. Award of the contract is contingent upon the Owner receiving Federal funding assistance under the Airport Improvement Program.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. **In order to be considered responsive, the Bidder shall complete bids for Volume I, Volume II, and Volume III. The right is reserved, as the City of Williston may require, to reject any bid and all bids. The City of Williston reserves the right to award any combination of Base Bid, as the City deems necessary, based on available funding and which serves the Owner's best interests.**

The successful Bidder will have to obtain a statement from the Office of the State Tax Commissioner showing that all taxes due and owing to the State of North Dakota have paid before the contract can be executed.

Federal Provisions. This project is subject to the following 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.

No bidder shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicaps, sex, national origin or religious creed.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity:

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:	3.7%.
Goals for female participation in each trade:	6.9%.

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also 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 **City of Williston, Williams County, and the State of North Dakota.**

Certification of Nonsegregated Facilities – 41 CFR Part 60: A certification of Nonsegregated 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 requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of NDDOT and the City of Williston 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. Awards of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of **3.70 percent** has been established for this contract. The *non-DBE* bidder shall subcontract **3.70 percent** of the dollar value of the base bid(s), excluding any additive alternates, to disadvantaged business enterprises (DBE) or make good faith efforts to meet the DBE contract goal. *The bidder and any subcontractor who qualifies as a DBE who subcontracts work to another non-DBE firm must subtract the amount of the non-DBE contract from the total DBE work counted toward the goal, as defined in 49 CFR Part 26.55.*

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

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

- (5) 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 successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation with the proposal documents as a condition of bid responsiveness.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Williston to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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 included in the supplementary provisions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29: By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Foreign Trade Restriction – 49 CFR Part 30: The Bidder and Bidder's subcontractors, by submission of an offer and/or execution of a contract, is required to certify that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- 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 included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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 produce in the United States unless the Federal Aviation Administration has granted a formal waiver.

As a condition of bid responsiveness, Bidders must complete and submit as part of their proposal the enclosed Buy American certification. Bidder must indicate whether it intends to meet Buy America preferences by only installing steel and manufactured products produced with the United State of America; or if it intends to seek a permissible waiver to the Buy America requirements.

Ban of Texting When Driving:

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

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 bound project manual. Bidders must supply all required information prior to the time of bid opening.

Submittal of Proposals

All Proposal Forms shall be submitted within a bound Project Manual. Proposal Forms completely detached from the Project Manual will be considered irregular and will be disqualified.

Additional information and instruction for submittal of a proposal are provided within the Instructions-to-Bidders.

Envelopes containing bids must be sealed and addressed to:

City of Williston, North Dakota
City Hall
22 East Broadway
Williston, North Dakota

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

CONTRACT PROPOSAL

Bid of: (Name and Address of Bidder)

For Construction of the Base Bid – GA Apron Associated Taxiways and Taxilanes and Wildlife / Security Fence – Phase II and On-Site Roads for the Williston Basin International Airport, Williston, ND

To be opened at: **3:00 PM (CENTRAL) on February 14th, 2019**

PART 2 - INSTRUCTION TO BIDDERS

Owner and Owner's Representative

The Owner as stated herein refers to the following agency: The City of Williston, North Dakota. The Owner's authorized representative as stated herein refers to the Owner's Consultant Engineer, Burns & McDonnell Engineering Company, Inc. herein referred to as Engineer.

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 fully informed themselves of the project site, the project site conditions, and the surrounding area.
- The Bidder has familiarized themselves of the requirements of working on the airport and understands the site conditions that may in any manner affect cost, progress, or performance of the work.
- The Bidder has correlated their 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 (via Email) to the Owner and the Engineer 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.
- 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, General Provisions, Supplementary Provisions, Technical Specifications, Project Drawings, Construction Safety and Phasing Plan, Bid and Proposal Forms with attachments, Form of Contract Agreement, any authorized addenda issued by the Owner or the Engineer 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. The bidder must submit the entire project manual with the bid forms attached with a binder clip.

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

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 (Engineer) 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 and Engineer with written notice (via email) 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 Bid 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 project documents shall make a written request to the Owner and Engineer via email. The Owner and Engineer must receive the written request a **minimum of five (5) calendar days** prior to the date of the bid opening.

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.

Examination of Plans, Specifications and Site Conditions

As stated within the “Bidder Representations” and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the proposal, drawings, specifications, terms and conditions of the proposed agreement, and the form of contract agreement. 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 from the Engineer. 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 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.

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.

Form of Proposal

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

An authorized representative of the Bidder must sign and date the proposal. The Bidder's authorized representative shall use an ink pen when applying their signature to the proposal. 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.

- For bids by corporations, an officer of the corporation shall sign the bid; Bidder shall identify the State of incorporation and affix their corporate seal.
- For bids submitted by an agent, Bidder shall attach to the proposal evidence of the power of attorney.
- For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. The bidder shall attach a copy of the partnership/joint-venture agreement to the proposal.

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 a Bidder desires to make to their 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 Guaranty

Each bid proposal must include a bid guaranty in the amount of five percent (5%) of the total amount of the bid price (**the sum of Volume I, Volume II, and Volume III**). The bid guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety qualified to conduct business within the State of North Dakota. If Bidder uses a certified check, the certified check must be issued from a responsible and solvent bank or trust company.

Buy America Preference

As a matter of bid responsiveness, Bidder must indicate within their proposal how they intend to comply with the Buy America preferences established by Title 49 USC 50101. The Bidder may choose to certify it will comply with Buy America preferences by only installing steel and manufactured products that are 100% made in the United States; or the Bidder may choose to certify that they cannot fully comply with Buy America preferences and thus requests a waiver to Buy America preferences.

A Bidder that certifies they will meet Buy America preferences by requesting a waiver also agrees to prepare and submit a formal waiver request and the associated component cost calculation if selected by the Owner as the Bidder with the apparent low bid. The successful Bidder must submit their formal waiver request and component cost calculation to the Owner within the timeframe prescribed on the Buy America certification.

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 City of Williston, North Dakota 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 **3.70 percent** for this contract. The Owner's award of this contract is conditioned upon Bidder satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder must submit the following information with their proposal on the forms provided herein:

- The names and addresses of Disadvantaged Business Enterprise (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 listed under (1)
- Written statement from Bidder that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- If Bidder cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder as described in Appendix A to 49 CFR Part 26.

The successful Bidder must provide written confirmation of participation from each of the DBE firms the Bidder lists in their commitment. This Bidder must submit the DBE's written confirmation of participation 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. The Owner will not consider mere pro forma efforts 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;
- 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; and
- 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.

Submission of Bid Proposal

Prospective Bidders must submit their proposal to arrive at the office location identified within the Notice-to-bidders at the specified time and date for receipt of bids. The Owner will not give consideration to any proposal received after the specified time. Owner will return late proposals in an unopened manner to the return address identified on the envelope.

Prospective Bidders shall enclose their proposal in a sealed opaque envelope. The upper left-hand corner of the envelope shall be marked as follows:

SEALED BID PROPOSAL

Bid of: (Name and Address of Bidder)

For Construction of the Base Bid – GA Apron Associated Taxiways and Taxilanes and Wildlife / Security Fence – Phase II and On-Site Roads for the Williston Basin International Airport, Williston, ND

To be opened at: **3:00 PM (CENTRAL) on February 14th, 2019**

For a modification to a previously submitted proposal, insert “Modification to Proposal” in place of “Sealed Bid Proposal”

Bid Protest Procedure

Any potential Bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format 48 hours prior to the specified time of the bid opening. The formal written protest must identify the name of vendor contesting the solicitation, the project name and number, and the specific grounds for the protest. All determinations made by the Owner are final. Bidders desiring a complete copy of the Owners protest procedures must make a written request to the Owner.

Bid Opening

The Owner or the Owner’s representative will publicly open and read aloud all proposals submitted prior to the stated time and date for receipt of bids. Bidders, their authorized agents, and other interested parties may attend the bid opening. Owner will automatically reject any proposal without consideration that arrives after the stated time and date for receipt of bids. Owner will return late proposals in an unopened manner to the return address indicated on the envelope.

Evaluation of Proposals

The Owner reserves the rights to hold all proposals for purpose of review and evaluation by the Owner for a period not to exceed **120 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 or a purchase order has been issued.

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.

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 certify how it intends to meet Buy America requirements (Buy America Certification);
- 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 requirements 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.
- Bidder in Default

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 Owner will notify the successful Bidder their bid is acceptable through the Owner’s issuance of a Notice-of-Award. The successful Bidder shall not construe issuance of the Notice-of-Award 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). The Owner’s Award of Contract is contingent upon the FAA concurrence with the award and the formal establishment of Federal assistance.

Award of Alternates

Unless specifically stated, the Owner reserves the right to accept bid alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest.

Return of Bid Guaranty

The Owner will return the bid guaranty of the successful Bidder upon successful execution of the contract agreement or issuance of a purchase order. Failure by the successful Bidder to execute the contract documents or commence with the purchase order within the specified time shall result in forfeiture of the bid guaranty.

The Owner will retain the bid guaranty of the second and third lowest responsible Bidders for a period of one hundred and twenty (120) calendar days after bid opening pending the execution of the contract documents by the successful Bidder or the acceptance of the purchase order.

Except as noted above, the bid guaranty of unsuccessful Bidders will be returned at the point the Owner rejects their proposal.

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within **ten (10) calendar 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.

Performance and Payment Bonds

The successful Bidder shall furnish separate performance and payment bonds each in the amount of 100% of the contract price and approved by the Attorney of the Owner. 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 successful bidding must deliver the executed bonds to the Owner within ten (10) calendar days from the date of contract execution. Bonds should not be executed prior to execution of the contract agreement. Owner will only accept bonds 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.

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the Local Provisions Section of 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.

Buy America Waiver

If the successful bidder submits a Buy America Certification that indicates they can only meet AIP Buy America preference by requesting a waiver, the Bidder must submit to the Owner a formal waiver request that indicates the specific percentage of components and subcomponents produced in the United States and whether final assembly occurs within the United States. The successful Bidder must also attach to the waiver request a copy of the component cost calculation that demonstrates how the Bidder derived the noted percentage value.

Approval of the Contract

The Owner will not enter into a contract with the successful Bidder until Owner approves the Bidder's proposed DBE participation and the FAA concurs with any waiver request to Buy America preferences made by the Bidder

Upon receipt of the Contract Agreement, Contract Bonds, and Certificate of Insurance as executed from 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".

General Decision Number: ND190001 01/04/2019 ND1

Superseded General Decision Number: ND20180002

State: North Dakota

Construction Type: Highway

Counties: North Dakota Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that

this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

ELEC0714-002 07/01/2018

ADAMS, BILLINGS, BOTTINEAU, BOWMAN, BURKE, DIVIDE, DUNN, EMMONS, GOLDEN VALLEY, GRANT, HETTINGER, MCHENRY, MCKENZIE, MCLEAN, MERCER, MOUNTRIAL, OLIVER, PIERCE, RENVILLE, ROLLETTE, SHERIDAN, SOIUX, SLOPE, WARD, & WILLIAMS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 34.77	10.00+10.5%
ELECTRICIAN.....	\$ 34.37	10.00+10.5%

ELEC0714-003 12/03/2017

LINE CONSTRUCTION:

	Rates	Fringes
Line Construction		
CABLE SPLICER.....	\$ 42.50	5.75+29%
GROUNDMAN.....	\$ 24.14	5.75+19%
LINE EQUIPMENT OPERATOR.....	\$ 36.10	5.75+29%
LINEMAN.....	\$ 42.50	5.75+29%

 ELEC0714-005 07/01/2018

BURLIEGH, MORTON, STARK:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 34.41	10.00+10.5%
ELECTRICIAN.....	\$ 34.01	10.00+10.5%

 ELEC1426-002 06/01/2018

BARNES, BENSON, CAVALIER, DICKEY, EDDY, FOSTER, GRAND FORKS,
 GRIGGS, KIDDER, LAMOURE, LOGAN, MCINTOSH, NELSON, PEMBINA,
 RAMSEY, RANSOM, RICHLAND, SARGENT, STEELE, STUTSMAN, TOWNER,
 TRAILL, WALSH, & WELLS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 28.30	11.26
ELECTRICIAN.....	\$ 30.72	13.23

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	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.15	16.60
GROUP 2.....	\$ 28.25	16.60
GROUP 3.....	\$ 28.00	16.60
GROUP 4.....	\$ 27.85	16.60
GROUP 5.....	\$ 27.00	16.60
GROUP 6.....	\$ 25.70	16.60

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: All Cranes 60 tons and over, Cranes doing piling, sheeting, dragline/clam work, Derrick(Guy & Stiff), Gentry Crane Operator, Helicopter Operator, Mole Operator or Tunnel Mucking Machine, Power Shovel 3-1/2 CY. and over and Traveling Tower Crane.

GROUP 2: All Cranes 21 tons and up to 59 tons, Backhoe Operator 3 CY. and over, Creter Crane, Dredge Operator 12' and Over, Equipment Dispatcher, Finish Motor Grader, Front End Loader Operator 8 CY. and over, Master Mechanic (When supervising 5 or more Mechanics), Mon-o-rail Hoist Operator, Power Shovel up to and including 3-1/2 CY. and Tugboat.

GROUP 3: Cranes 20 tons and under, Asphalt Paving Machine Operator, Asphalt Plant Operator, Automated Grade Trimmer,

Backhoe Operator 1 CY. up to and including 2-1/2 CY., Boom
Truck Hydraulic (8 Tons & over), Cableway Operator,
Concrete Batch Plant Operator (electronic or manual),
Concrete Mixer Paving Machine Operator, Concrete Paver-
Bridge Decks, Concrete Pump, Concrete Spreader Operator &
Belt Placer, Crushing Plant Operator, Dozer Operator,
Dredge Operator or Engineer 11'' and under, Drill Rigs,
Heavy Duty Rotary or Chum or Cable Drill, Front End Loader
(3-1/2 CY. up to and including 7-1/2 CY.), Gravel Washing &
Screening Plant Operator, Locomotive, all types, Mechanic
or Welder (heavy duty), Motor Grade Operator, Pavement
Breaker (Non-Hydro Hammer type, Pipeline Wrapping, Cleaning
& Bending Machine Operator, Power Actuated Auger and
Horizontal Boring Machine Operator 6'' and over,
Refrigeration Plant Engineer, Roto Milling Machine (Surface
Planer) 43'' & over, Scraper Operator, Slip Form Concrete
Paving Operator, Tandem Pushed Quad 9 or similar, Tractor
with Boom Attachment, Trenching Machine- 100 HP. and over.

GROUP 4: Articulated/Off Road Hauler, Asphalt Dump Person,
Asphalt Paving Screed Operator, Backhoe - up to and
including 1/2 CY., Boring Machine locator, Console Board
Operator, Distributor Operator (Bituminous), Forklift
Operator, Front End Loader- 1-1/2 CY. up to and including 3
CY., Grade Person, Gravel Screening Plant Operator (not
Crushing or Washing), Greaser, Lazer-Screed Operator,
Longitudinal Float and Spray Operator, Micro surfacer
Machine, Motor Grade Operator-Hual Roads, Paving Breaker-
Hydro Hammer Type, Pugmill Operator, Push Tractor, Roller,
Steel & Rubber on Hot Mix Asphalt Paving, Rotomill Machine
(Surface Planer), up to and including 42'', Rumble Strip

Machine, Sand and Chip Spreader, Self-propelled Sheepsfoot Packer with or without Blade attachment, Self-propelled Traveling Soil Stabilizer, Sheepsfoot Packer with Dozer attachment- 100 HP and over, Shouldering Machine, Slip Form, Curb & Gutter Operator, Slurry Seal Machine, Tamping Machine Operator, Tie Tamper and Ballast Machine, Trenching Machine Operator- 46 HP up to and including 99 HP, Truck Mechanic, Well Points, Tub Grinder, Fuel/Lube Operator.

GROUP 5: Boom Truck- A- Frame or Hydraulic 2 tons up to and including 7 tons, Broom-Self propelled, Concrete Saw (Power Operated), Cure Bridge Operator, Front End Loader Operator, less than 1-1/2 CY., Mobile Cement Mixer, Power Actuated Auger & Horizontal Boring Machine Operator up to and including 5", Roller, on other than Hot Mix Asphalt Paving, Oilers, Vibrating Packer Operator (Pad Type) Self-propelled, Water Spraying Equipment-Self Propelled, Skidsteer Operator with Attachments.

GROUP 6: Brakeman or Switchman, Curb Machine Operator (Manuel), Dredge or Tugboat Deckhand, Drill Truck Gravel/Testing Operator, Form Trench Digger (Power), Gunite Operator Gunall, Paint Machine Striping Operator, Pick-up Sweeper, 1CY. & over Hopper Capacity, Scissor Jack-Self Propelled Platform Lift, Straw Mulcher and Blower, Stump Chipper Operator, Tractor Pulling Compaction or Aerating Equipment, Trenching Machine Operator- up to and including 45 HP., Assistant/Apprentice Operator.

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	Rates	Fringes
TRUCK DRIVER		
Euclid over 20 yds.....	\$ 30.37	13.25
Single Axle Trucks.....	\$ 28.42	13.25
Tandem Tri Axle Semi, Low Boy and Off Road Heavy Duty End Dumps 20 yds & under.....	\$ 28.85	13.25
Tandem Tri/ Axle Truck.....	\$ 28.54	13.25

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	Rates	Fringes
Electrician		
Cass County.....	\$ 14.72	3.40
CARPENTER.....	\$ 28.85	7.10
Cement Mason/Finisher.....	\$ 28.85	7.10
Laborers:		
GROUP 1.....	\$ 20.90	2.90
GROUP 2.....	\$ 21.15	2.90
GROUP 3.....	\$ 21.30	2.90
GROUP 4.....	\$ 22.05	2.90

LABORERS CLASSIFICATIONS

GROUP 1: General Construction Laborers: Sack Shaker (cement and mineral filler): Pipe Handler: Drill Runner Tender: Salamander Heater and Blower Tender, Light truck, Pickup Driver, Flaggers and Pilot Car Drivers.

GROUP 2: Semi Skilled Laborer: Bulk Cement Handler: Conduit Layer, Telephone or Electrical: Form Setter (pavement): Gas Electric or pneumatic tool operator: Chipping Hammer, Grinders and Paving Brakers (tamper-drit) Concrete Vibrator Operator: Chain Saw Operator: Concrete Saw Operator: Concrete Curing Man (not water): Bituminous worker (Shoveler, Dumper, Raker and Floated): Kettleman (bituminous or lead): Concrete Bucket Signlman: Power Buggy Operator: Brick and Mason Tender: Multiplate Pipelayer: Culvert Pipe Layers: Carpenters Tenders.

GROUP 3: Caisson Worker: Bottom Man (sanitary sewer, storm sewer water and gas liners): Concrete Mixer Operator (one bag capacity): Mortar Mixer.

GROUP 4: Pipe Layers (sanitary sewer, storm sewer, water and gas lines): Drill runner (includes Wagon Churn or Air Track) Powderman, Gunitite and Sandblast, Nozzleman, Reinforcing Steel Setters/Tiers, Concrete Finishers Tender.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION