

**NOTICE TO BIDDERS**



Shelbyville Municipal Airport, Shelbyville, Indiana  
AIP Project No. 3-18-0077-037-2027 Construction (AIP Grant)  
AIP Project No. 3-18-0077-038-3037 Construction (IIJA Grant)

**DIVISION B: Construct T-Hangar Building**

Construct T-Hangar building perimeter and column foundations; construct and compact T-Hangar building floor subbase; pour T-Hangar building concrete floor; erect pre-engineered T-Hangar building structure including aircraft doors; install T-Hangar building electrical systems.

Sealed Bids, subject to the conditions contained herein, for improvements to the Shelbyville Municipal Airport, Shelbyville, Indiana, will be received by the Shelbyville Board of Aviation Commissioners (Owner) at the Shelbyville Municipal Airport administration building until **Friday, July 17, 2026 at 10:30 A.M. (EST local time)**. Bids shall be addressed to the attention of the Shelbyville Board of Aviation Commissioners, 3529 North 100 West, Shelbyville, Indiana, 46176, and will be clearly marked "SEALED BID: DIVISION B – DO NOT OPEN". Bids will be publicly opened and read aloud at 6:00 P.M. (EST local time).

The bidding documents are available at <https://woolpert.com/bid> and/or [www.questcdn.com](http://www.questcdn.com) - Reference Quest Number 10207242. To be considered a plan holder for bids, register with QuestCDN.com for a free Regular membership and download the bidding documents in digital form at a cost of \$22.00, or current rate. Downloading the documents and becoming a plan holder is recommended as plan holder's receive automatic notice of addenda, other bid updates. Contact QuestCDN Customer Support at 952-233-1632 or [Support@QuestCDN.com](mailto:Support@QuestCDN.com) for assistance in membership registration or downloading digital bidding documents. Interested parties may view the Contract Documents at no cost prior to deciding to become a plan holder.

In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal. For additional information, please contact Justin Bessler via email at [justin.bessler@woolpert.com](mailto:justin.bessler@woolpert.com).

The approximate quantities of major bid items involved in the proposed work are:

C-101	CONSTRUCTION ENGINEERING	1.0	LS
C-105	MOBILIZATION	1.0	LS
P-208	AGGREGATE BASE COURSE	252	CY
P-501	CONCRETE PAVEMENT	1580	SY
P-605	JOINT SEALING FILLER	2394	LF
B-101	DRAWINGS	1.0	LS
B-101	BUILDING FABRICATION	1.0	LS
B-101	BUILDING ERECTION	1.0	LS
B-101	BUILDING ELECTRICAL	1.0	LS

**Pre-Bid Conference.** A voluntary pre-bid conference for this project was held on **Monday, March 2, 2026**. No new pre-bid meeting will be held. Pre-bid meeting minutes will be provided to planholders upon request.

**Bid Conditions.** All bidders shall make arrangements with airport management to examine the site to become familiar with all site conditions prior to submitting their bid. The bidder is required to provide all information as required within the Contract Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in the Instructions to Bidders. No Bidder may withdraw its bid after the bid has been opened. The Owner reserves the right to waive any informality in bidding and to reject any and all bids.

Bids may be held by the Owner for a period not to exceed 150 calendar days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

All questions regarding the bid are to be directed to Justin Bessler via email at [justin.bessler@woolpert.com](mailto:justin.bessler@woolpert.com).

**Bid Bond.** Guarantee will be required with each bid as a certified check on a solvent bank or a Bid Bond in the amount of five (5) % of the total amount of the bid, made payable to the City of Shelbyville, Indiana.

**Performance & Payment Bond.** The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

**FEDERAL LANGUAGE REQUIRED FOR SOLICITATIONS:**

Pursuant to FAR Part 52.102, Incorporating Provisions and Clauses, provisions and clauses should be incorporated by reference to the maximum practical extent, rather than being incorporated in full text. The following federal Contract Provisions are included in this Notice to Bidders by reference, all of which have the same force and effect as if given in full text. The full text of each Special Provision is available in the Project Manual, Volume 1 of 3, Part 3 – Special Provisions.

1. Buy American Preferences.
2. Civil Rights – Title VI Assurances.
3. Davis-Bacon Requirements.
4. Debarment and Suspension.
5. Lobbying Federal Employees.
6. Recovered Materials.

The following federal Contract Provisions is not able to be included by reference and the full text is required as part of this Notice to Bidders:

**TITLE VI SOLICITATION NOTICE:**

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure

that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

**DISADVANTAGED BUSINESS ENTERPRISE:**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **Shelbyville Board of Aviation Commissioners (Owner)** 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.

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f))**

The prime contractor must not terminate a DBE subcontractor listed in response to the first paragraph of this Contract Provision included in this Notice to Bidders (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the Owner. Unless the Owner consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE):**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**TRADE RESTRICTION CERTIFICATION:**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) 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 (USTR);
- 2) 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 USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS):**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**Shelbyville Board of Aviation Commissioners  
Shelbyville, Indiana**