

April 8, 2016

To: Plan Holders for Improvements to the
West Plains Regional Airport
West Plains, Missouri
MoDOT Project No. 15-104C-2

Transmitted herewith is Addendum No. 1 to the Issued for Bid Contract Documents, Specifications and Plans dated March 8, 2016 for Improvements to the West Plains Regional Airport.

Schedule I: Reconstruct Parking Lot
Schedule II: Construct Apron Access Drive



Sincerely,

Jviation, Inc.

Ryan B. Lorton, P.E.
Project Manager

**ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS, SPECIFICATIONS AND PLANS
FOR IMPROVEMENTS TO THE
WEST PLAINS REGIONAL AIRPORT
WEST PLAINS, MISSOURI
MODOT PROJECT NO. 15-104C-2**

Bidders are informed that the above referenced Contract Documents, Specifications and Plans are modified as follows as of April 8, 2016:

1. CONTRACT DOCUMENTS

Section: Section 1 Notice to Bidders
Subsection: Contract Work Items Table
Revision: Add the following Pay Item to the table:

ITEM NO.	ITEM DESCRIPTION	UNITS	SCHEDULE I	SCHEDULE II
MO-152c	Utility Trench Excavation and Backfill	LF	485	

Section: Section 80 Execution and Progress
Subsection: 80-08 Failure to Complete on Time
Revision: Delete the Liquidated Damages Table and delete the sentence below the Liquidated Damages Table and Replace with the following:

Schedule	Liquidated Damages Cost	Allowed Construction Time
Schedule I	\$750/Calendar Day(s)	35 Calendar Days
Schedule II	\$750/Calendar Day(s)	35 Calendar Days

The maximum construction time allowed for the overall project is 35 Calendar Day(s).

Section: Proposal Form
Subsection: Bid Proposal Form
Revision: Delete the Bid Proposal Form and Replace with the attached revised Bid Proposal Form. (The Bid Proposal Form has been revised to include pay item: MO-152c "Utility Trench Excavation and Backfill".)

2. TECHNICAL SPECIFICATIONS

Specification: Item MO-152 Excavation and Embankment

Sections: All

Revision: Delete this technical specification in its entirety and Replace with the attached revised MO-152 Excavation and Embankment specification. (Technical Specification MO-152 Excavation and Embankment has been revised to include pay item: MO-152c "Utility Trench Excavation and Backfill".)

3. PLAN SET

Sheet: G003

Title: Summary of Approximate Quantities

Revision: Delete Sheet in its entirety and Replace with the attached revised Sheet G003.

Sheet: G007

Title: Construction Safety Drawing - Phase 1

Revision: Delete all references to "25 CALENDAR DAYS" and replace with "35 CALENDAR DAYS".

Sheet: C100

Title: Demolition Plan

Revision: Delete sheet in its entirety and replace with the attached revised Sheet C100. The revisions to this sheet include utility trench excavation and backfill as part of the contract to be paid by the Linear Foot.

Sheet: E100

Title: Electrical Plan and Details

Revision: Delete sheet in its entirety and replace with the attached revised Sheet E100.

4. PRE-BID MEETING AGENDA AND SIGN-IN SHEET

The Pre-Bid Meeting Agenda and Sign-In Sheet are attached to this addendum.

****END OF ADDENDUM NO. 1****

PROPOSAL FORM
City of West Plains
State Block Grant Project No. 15-104C-2

TO: City of West Plains

The undersigned, in compliance with the request for bids for construction of the following Project:

Schedule I - Reconstruct Parking Lot

Schedule II - Construct Apron Access Drive

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID PROPOSAL SUMMARY

Bidder Name:

SCHEDULE I

\$

SCHEDULE II

\$

TOTAL ALL SCHEDULES

\$

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SCHEDULE I

Item No.	Description	Units	Estimated Quantity	Unit Price	Total
MO-105a	Mobilization	LS	1	\$	\$
MO-152a	Unclassified Excavation	CY	1,160	\$	\$
MO-152b	Subgrade Preparation	SY	2,835	\$	\$
MO-152c	Utility Trench Excavation and Backfill	LF	485	\$	\$
MO-156a	Sediment Control Log	LF	250	\$	\$
MO-156b	Inlet Protection	EA	4	\$	\$
MO-156c	Culvert Protection	EA	1	\$	\$
MO-209a	Aggregate Base Course (6-inches)	SY	2,835	\$	\$
P-401f1a	Bituminous Surface Course (5-inches)	TON	675	\$	\$
MO-601a	Full Depth Pavement Removal	SY	1,775	\$	\$
MO-601b	Partial Depth Pavement Removal (4' Butt Joint)	SY	14	\$	\$
MO-601c	Full Depth Gravel Removal	SY	950	\$	\$
MO-603a	Bituminous Tack Coat	GAL	360	\$	\$
MoDOT-608a	Concrete Sidewalk (4-inches)	SY	175	\$	\$
MoDOT-609a	Curb and Gutter	LF	695	\$	\$
MoDOT-609b	Type 2 Rock Lining	CY	22	\$	\$
MO-610a	Install Parking Curb Stop	EA	15	\$	\$

SCHEDULE I

Item No.	Description	Units	Estimated Quantity	Unit Price	Total
MO-620a	Pavement Marking (White)	SF	275	\$	\$
MO-620b	Pavement Marking (Blue)	SF	110	\$	\$
MO-701a	18" RCP Storm Pipe - Class IV	LF	195	\$	\$
MO-701b	30" RCP Storm Pipe - Class IV	LF	75	\$	\$
MO-701c	30" RCP FES - Class IV	EA	1	\$	\$
MO-701d	Remove Existing 30" CMP	LF	65	\$	\$
D-751a	Inlet (Double Type I)	EA	1	\$	\$
D-751b	4' Dia. Concrete Manhole	EA	1	\$	\$
D-751c	Connect to Existing Storm Structure	EA	2	\$	\$
MO-901a	Seeding with Hydromulch	AC	0.6	\$	\$
MO-130a	Install 2 Light Poles	LS	1	\$	\$

SCHEDULE I TOTAL \$

SCHEDULE II

Item No.	Description	Units	Estimated Quantity	Unit Price	Total
MO-105a	Mobilization	LS	1	\$	\$
MO-152a	Unclassified Excavation	CY	220	\$	\$
MO-152b	Subgrade Preparation	SY	715	\$	\$
MO-209a	Aggregate Base Course (6-inches)	SY	715	\$	\$
P-401Fa	Bituminous Surface Course (5-inches)	TON	186	\$	\$
MO-601b	Partial Depth Pavement Removal (4' Butt Joint)	SY	11	\$	\$
MO-601c	Full Depth Gravel Removal	SY	665	\$	\$
MO-603a	Bituminous Tack Coat	GAL	100	\$	\$

SCHEDULE II TOTAL \$ _____

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ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 90 days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within 25 Calendar days from the commencement date specified in the Notice-to-Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of 750 per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract 7 percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the city in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein, when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the David Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

l. The undersigned acknowledges receipt of the following addenda:

Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____

REPRESENTATIONS BY BIDDER

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

- i. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- ii. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- iii. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- iv. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- v. The BIDDER has correlated their observations with that of the project documents.
- vi. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- vii. 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.
- viii. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)** The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

c. **Trade Restriction Certification (49 CFR Part 30)**

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 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 U.S.T.R.; and
3. has not entered into any subcontract for any product to be used 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.

This certification concerns a matter within the jurisdiction of 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, United States Code, Section 1001.

The offeror/contractor must provide immediate written notice to the sponsor 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 subcontractor 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:

- a. 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 U.S.T.R. or
- b. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c. who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 is not a firm from a foreign county included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, 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 the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

d. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

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.

e. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above; and
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-compliant participant.

f. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part 20, Appendix A)

The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

g. Buy American Certification: (Title 49 U.S.C. § 50101)

The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Type of Certification is based on Type of Project:

268 There are two types of Buy American certifications.
269

- 270 • For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or
271 Building Project) must be submitted.
272
- 273 • For all other projects, the Certificate of Compliance Based on Equipment and Materials Used
274 on the Project (Non-building construction projects such as runway or roadway construction;
275 or equipment acquisition projects) must be submitted.
276

277

279 **CERTIFICATE OF BUY AMERICAN COMPLIANCE**

280 **FOR MANUFACTURED PRODUCTS**

281

282 As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification
283 statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC §
284 50101 by selecting one on the following certification statements. These statements are mutually exclusive.
285 Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- 286 ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- 287 a) Only installing steel and manufactured products produced in the United States, or;
- 288 b) Installing manufactured products for which the FAA has issued a waiver as indicated by
- 289 inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- 290 c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition
- 291 Regulation Subpart 25.108.

292 By selecting this certification statement, the bidder or offeror agrees:

- 293 1. To provide to the Owner evidence that documents the source and origin of the steel and
- 294 manufactured product.
- 295 2. To faithfully comply with providing US domestic product
- 296 3. To refrain from seeking a waiver request after establishment of the contract, unless
- 297 extenuating circumstances emerge that the FAA determines justified.

- 298 ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of
- 299 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b).
- 300 By selecting this certification statement, the apparent bidder or offeror with the apparent low bid
- 301 agrees:

- 302 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver
- 303 request and required documentation that support the type of waiver being requested.
- 304 2. That failure to submit the required documentation within the specified timeframe is cause
- 305 for a non-responsive determination may result in rejection of the proposal.
- 306 3. To faithfully comply with providing US domestic products at or above the approved US
- 307 domestic content percentage as approved by the FAA.
- 308 4. To furnish US domestic product for any waiver request that the FAA rejects
- 309 5. To refrain from seeking a waiver request after establishment of the contract, unless
- 310 extenuating circumstances emerge that the FAA determines justified.

311 **Required Documentation**

312 **Type 3 Waiver** - The cost of the item components and subcomponents produced in the United

313 States is more that 60% of the cost of all components and subcomponents of the “item”. The

314 required documentation for a type 3 waiver is:

- 315 a) Listing of all product components and subcomponents that are not comprised of 100% US
- 316 domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers
- 317 Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108;
- 318 products of unknown origin must be considered as non-domestic products in their entirety).
- 319 b) Cost of non-domestic components and subcomponents, excluding labor costs associated with
- 320 final assembly at place of manufacture.

- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product.
b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

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BUY AMERICA WAIVER REQUEST
Title 49 U.S.C Section 50101 (b)

Instructions for Permissible Waivers

Nationwide Waivers: The FAA Office of Airports publishes national waivers for equipment and products that meet Buy American requirements under 49 USC 50101. Nationwide waivers are published at: http://www.faa.gov/airports/aip/buy_american/ website

Section 50101(b)(1) & (b)(2) Waivers:

The bidder may request a waiver based upon the best interests of the public, Section 50101 (b)(1) or request a waiver based upon insufficient supply of U.S. manufactured products, Section 50101 (b)(2), however approval is rare and waivers may only be approved by the FAA Office of Airports in Washington DC.

Section 50101(b)(3) Waiver:

The bidder may request a waiver if 60% or more of the components are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
 - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - b) Individual bid items as established within FAA Advisory Circular 150/5370-10.
 - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item.
 - d) Items listed under the Nationwide Waiver referenced above do not require further review.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.
8. North America Free Trade Act (NAFTA): Free Trade Agreements such as NAFTA do not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/buy_american/media/nationwide-buy-american-waivers-issued
10. Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the National Buy American conformance list.

Instructions for Section 50101(b)(4) Waiver:

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

BUY AMERICA WAIVER REQUEST

Title 49 U.S.C Section 50101 (b)(3)

For Airfield Development Projects funded under the Airport Improvement Program

COMPONENT COST CALCULATION TABLE (Type 3 Waiver)

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/buy_american/
- The component breakout shall be along major components of the equipment. Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the “L” items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the “L” type items.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.

Equipment Type: _____

Component/ Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/ Subcomponents	Cost of USA Manufactured Components/ Subcomponents

Sum of US Manufactured Component/Subcomponent Costs: _____

Sum of all Equipment Components and Subcomponents: _____

Percentage of Equipment Components Manufactured in the United States: _____

Place of Final Assembly: _____

Certification Signature

Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified above. The bidder certifies that _____% of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States.

I hereby certify the above information is accurate and complete.

Bidder's Firm Name

Date

Signature

BUY AMERICA CONFORMANCE LISTING

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/buy_american/media/nationwide-buy-american-waivers-issued.pdf
- Bidder shall submit a listing of equipment it proposes to install on the project that is included on the current National Buy American conformance list.

Equipment Type	Name of Manufacturer	Product Number

Certification Signature:

Bidder hereby certifies that the above listed equipment, which we propose for installation on the subject project, is on the current National Buy America Conformance list as established at:

http://www.faa.gov/airports/aip/buy_american/

I hereby certify the above information is accurate and complete.

Bidder's Firm Name

Date

Signature

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF \$50,000 (Local match in excess of \$5,000)

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or
(title name) (business name)
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

(Affiant Signature)

Subscribed and sworn to before me this ____ day of _____, 20____.

(Notary Public)

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E- Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

a. The undersigned submits the following list of DBE's to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
TOTAL DBE PARTICIPATION				\$	%

**Cannot exceed contract amount for given item of work.

Truck services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm.

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

**THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
WITH SECTIONS B-1 THROUGH B-20 FILLED OUT COMPLETELY**

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

() sole individual () partnership () joint venture

() corporation, incorporated under the laws of state of _____.

Executed by bidder this _____ day of _____, 20____.

Name of individual,
all partners
or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this
name above in addition to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

(Signature)

Secretary

(Signature)

(Title)

Please print name

Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo.

PERFORMANCE BOND	BOND NUMBER
PRINCIPAL <i>(Legal Name and Business Address)</i>	
SURETY <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of West Plains, 4523 County Road 2340, Missouri 65789 as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Schedule I - Reconstruct Parking Lot
Schedule II - Construct Apron Access Drive

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and

all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

603 **WITNESS**

604 In witness whereof, this instrument is executed this the ____ day of _____, 20____.

605
606
607 **INDIVIDUAL PRINCIPAL:**

608
609 Company Name:

610 _____

611
612 Signature:

613 _____

614
615
616
617 Name and Title:

618 _____

619
620 **CORPORATE PRINCIPAL:**

621
622 ATTEST:

Corporate Name: _____

623
624 Signature: _____

Signature: _____

625
626 Name and Title: _____

Name and Title: _____

627 (Affix Corporate Seal)

628
629 **SURETY:**

630
631 ATTEST:

Surety Name: _____

632
633 Signature: _____

Signature: _____

634
635 Name and Title: _____

Name and Title: _____

636 (Affix Seal)

(Attach Power of Attorney)

637
638
639 **OWNER ACCEPTANCE:**

640
641 The OWNER approves the form of this Performance Bond.

642
643 ATTEST: _____

Date: _____

644
645 Signature: _____

Signature: _____

646
647 Name and Title: _____

Name and Title: _____

648 (Affix Seal)

652
653
654
655
656
657

PAYMENT BOND	BOND NUMBER
PRINCIPAL <i>(Legal Name and Business Address)</i>	
SURETY <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of West Plains, 4523 County Road 2340 Missouri 65789 as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Schedule I - Reconstruct Parking Lot
Schedule II - Construct Apron Access Drive

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the

SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

- 3.** No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
- 4.** The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
- 5.** Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the ____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Corporate Seal)

Name and Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST:

Date: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____

751 **FORM OF CONTRACT AGREEMENT**

752 City of West Plains

753 State Block Grant Project No. 15-104C-2

754
755
756 **THIS AGREEMENT**, made as of this _____ day of _____, 20____, is

757
758 **BY AND BETWEEN**

759 the OWNER: Name: _____

760 Address: _____

761
762 City/State/Zip Code: _____

763
764 And the CONTRACTOR: Name: _____

765
766 Address: _____

767
768 City/State/Zip Code: _____

769
770
771 **WITNESSETH:**

772
773 WHEREAS it is the intent of the Owner to make improvements at West Plains Regional Airport
774 generally described as follows;

775
776 Schedule I - Reconstruct Parking Lot

777 Schedule II - Construct Apron Access Drive

778
779 hereinafter referred to as the Project.

780
781 NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and
782 CONTRACTOR agree as follows:

783
784 **Article 1 – Work**

785 It is hereby mutually agreed that for and in consideration of the payments as provided for herein to
786 the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor,
787 equipment, and material and shall fully perform all necessary work to complete the Project in strict
788 accordance with this Contract Agreement and the Contract Documents.

789
790 **Article 2 – Contract Documents**

791 CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement,
792 General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-
793 to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond,
794 Payment Bond, Wage Rate Determinations, Insurance certificates, documents incorporated by
795 reference, documents incorporated by attachment, and all OWNER authorized change orders issued
796 subsequent to the date of this agreement. All documents comprising the Contract Documents are
797 complementary to one another and together establish the complete terms, conditions and obligations
798 of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract
799 Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

	(Amount in Written Words)	(Amount in Numerals)
subject to the following;		
a.	Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;	
b.	Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;	
c.	CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;	
d.	Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.	

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 25 days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

852 **Article 6 – Liquidated Damages**

853 The CONTRACTOR and OWNER understand and agree that time is of essence for completion of
854 the Work and that the OWNER will suffer additional expense and financial loss if said Work is not
855 completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER
856 recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual
857 financial loss and additional expense. Accordingly, in place of requiring such proof, the
858 CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of
859 750 per day for each calendar day required in excess of the authorized Contract Time.

860
861 Furthermore, the CONTRACTOR understands and agrees that;

- 862
- 863 **a.** the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount
864 of said liquidated damages;
 - 865
 - 866 **b.** the OWNER has the right to recover the amount of said liquidated damages from the
867 CONTRACTOR, SURETY or both.
 - 868

869 **Article 7 – CONTRACTOR’S Representations**

870 The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR
871 within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

872

873 **Article 8 – CONTRACTOR’S Certifications**

874 The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR
875 within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR
876 further certifies the following;

877

878 **a. Certification of Eligibility (29 CFR Part 5.5)**

- 879 **i.** By Entering into this contract, the CONTRACTOR certifies that neither he or she nor
880 any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm
881 ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-
882 Bacon Act or 29 CFR 5.12(a)(1);
- 883
- 884 **ii.** No part of this contract shall be subcontracted to any person or firm ineligible for award
885 of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR
886 5.12(a)(1);
- 887
- 888 **iii.** The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- 889
- 890

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a.** CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b.** CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c.** The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d.** OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Jviation, Inc.
900 S. Broadway, Suite 350
Denver, CO 80209**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

CONTRACTOR

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

By: _____

Signature

Signature

Title of Presentative

Title of Presentative

ATTEST:

ATTEST:

By: _____

By: _____

Signature

Signature

Title

Title

972
973

ITEM MO-152 EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1 This item shall consist of excavation, disposal, placement, and compaction of all material encountered within the limits of the work not being removed under some other item. This work shall be performed in accordance with the specifications and in conformance with the lines, grades, thickness and typical cross sections shown on the plans, or established by the engineer.

152-1.2 CLASSIFICATION. All excavation will be classified as hereafter described.

- a. Class A Excavation will consist of all excavation not classified as Class C, Sandstone or Igneous Rock.
- b. Class C Excavation will consist of the removal of stone in ledges 6 inches thick or more. A ledge will be considered to be a continuous deposit of rock that may or may not include thin, interbedded seams of soft material or shale. The vertical limits of each ledge will be determined by beds of soft material or shale more than 12 inches thick. The beds of soft material or shale will be included in the measurement of Class A Excavation only. Boulders or other detached stones, each having a volume of 2 1/2 cubic yards or more, will be considered as Class C Excavation.
- c. Shale, fire clay, chert (joint flint rock) broken by intermittent clayey partings or clay seams, stratified chert cemented with clay seams (hardpan), and plain or bituminous-bound bases or surface courses of macadam, gravel, broken stone or similar material will not be considered as Class C Excavation or Sandstone Excavation.
- d. Sandstone Excavation will consist of the removal of material determined to be sandstone in ledge formation. Laboratory analysis will be made, if necessary, to aid in the determination.
- e. Igneous Rock Excavation will consist of the removal of rock of igneous origin (porphyry, granite, rhyolite) occurring in continuous formation, or of detached boulders having a volume of 2 1/2 cubic yards or more.

152-1.3 Unsuitable Excavation. Any material containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material, when approved by the Engineer as suitable to support vegetation, may be used on the embankment slope.

152-1.4 Borrow. Borrow will consist of approved material required for the construction of embankment or for other portions of the work in excess of the quantity of the usable material from required excavations. Borrow material shall be obtained from areas within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport. The contractor will be responsible for obtaining the necessary cross sections or measurements of the borrow area before and after excavating, subject to verification by the engineer. Borrow will be classified in the same manner as other excavation included in the contract.

CONSTRUCTION METHODS

152-2.1 GENERAL. Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared and grubbed to the satisfaction of the Engineer.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the pavement areas in which the top layer of soil material has become compacted, by hauling or other activities of the Contractor shall be scarified and disked to a depth of 4 inches, in order to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the Engineer has obtained elevations and measurements of the ground surface. All suitable excavated material shall be used in the formation of embankment, subgrade, or for other purposes shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

All areas to be excavated shall be stripped of vegetation and topsoil. Strippings shall be stockpiled for future use as topdressing/topsoiling of areas to be re-vegetated.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed of as directed. When the volume of excavation is not sufficient for constructing the fill to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the work.

A. Selective Grading. When selective grading is indicated on the plans, the more suitable material as designated by the Engineer shall be used in constructing the embankment or in capping the pavement subgrade.

97
98 **B. Undergrading.** Class C, Sandstone, and Igneous Excavation for runway safety areas,
99 subgrades, roads, shoulders, or any areas intended for turfing shall be excavated to a depth of 12
100 inches, or to the depth specified by the Engineer, below the subgrade. This excavated material shall
101 be paid for at the contract unit price per cubic yard for rock excavation.

102
103 Excavating and undergrading in rock (i.e., material conforming to the description of Class C,
104 Sandstone or Igneous Rock, when the contract calls for classified excavation) shall be performed in
105 a manner to produce material of such size as to permit being placed in embankments in accordance
106 with the requirements of section 152-2.5. Where rock cuts are made and refilled with selected
107 materials, any rock pockets created in the rock surface shall be drained in accordance with the details
108 shown on the plans. Care shall be taken to avoid overshooting when blasting.

109
110 Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be
111 removed to the depth specified by the Engineer. Unsuitable materials shall be disposed of at
112 locations as directed by the Engineer. This excavated material shall be paid for at the contract unit
113 price per cubic yard for Class A Excavation.

114
115 All undergraded areas shall be refilled with suitable material, obtained from the grading operations
116 or borrow areas and thoroughly compacted as indicated in paragraph 2.5. The necessary refilling will
117 constitute a part of the embankment and shall be paid for at the contract unit price per cubic yard
118 for Class A Excavation.

119
120 **C. Overbreak.** Overbreak, including slides, is that portion of any material displaced or
121 loosened beyond the finished work as planned or authorized by the Engineer. The Engineer shall
122 determine if the displacement of such material was unavoidable and his/her decision shall be final.
123 All overbreak shall be graded and removed by the Contractor and disposed of as directed: however,
124 payment will not be made for the removal and disposal of overbreak which the Engineer determines
125 as avoidable. Unavoidable overbreak will be classified as rock excavation.

126
127 **D. Removal of Utilities.** The removal of existing structures and utilities required to
128 permit the orderly progress of work will be accomplished by someone other than the Contractor,
129 e.g., the utility unless otherwise shown on the plans. All existing foundations shall be excavated for
130 at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as
131 directed. All foundations thus excavated shall be backfilled with suitable material and compacted as
132 specified herein.

133
134 **E. Compaction Requirements.** The subgrade under areas to be paved shall be
135 compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum
136 density as determined by ASTM D 698. The material to be compacted shall be within +/- 2 percent
137 of optimum moisture content before rolling to obtain the prescribed compaction.

138
139 There will be no separate measurement of payment for suitable material removed, manipulated, and
140 replaced in order to obtain the required depth of density. Any removal, manipulation, aeration,
141 replacement and recompaction of suitable materials necessary to obtain the required density shall be
142 included in the contract unit price for excavation.

143
144 The in-place field density shall be determined in accordance with ASTM D 1556, ASTM D 2167 or

ASTM D 6938. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in top 6 inches of the subgrade. The finished grading operations, conforming to the typical cross section, shall be completed and maintained at least 1,000 feet ahead of the paving operations or as directed by the Engineer.

In cuts, all loose or protruding rocks on the back slopes shall be barred loose or otherwise removed to line of finished grade of slope. All cut-and-fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown on the plans or as directed by the Engineer.

Blasting will not be permitted on the airport.

152-2.3 BORROW. Borrow area(s) within the airport property are indicated on the plans. Borrow shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed. Borrow material shall not be placed until after material from required excavation has been placed in the embankment, except as approved otherwise by the engineer.

When borrow sources are outside the boundaries of the airport property, it shall be the Contractor's responsibility to locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer, at least 15 days prior to beginning the excavation, so necessary measurements and tests can be made. All unsuitable material shall be disposed of by the Contractor. The contractor shall not excavate beyond the dimensions and elevations established, and no material shall be removed prior to his staking and cross sectioning the site. If the contractor places more borrow than required and thereby causes a waste of excavation, such waste will be deducted from the borrow volume as measured in the borrow area. All borrow areas shall be bladed and left in such shape as to permit taking the necessary cross sections after excavating has been completed. The finished borrow areas shall be approximately true to line and grade if so specified in the contract, and shall be finished, where practicable, so that no water will collect or stand therein.

152-2.4 PREPARATION OF EMBANKMENT AREA. Where an embankment is to be constructed to a height of 4 feet or less, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches. This area shall then be compacted as indicated in paragraph 2.5. When the height of fill is greater than 4 feet, sod not required to be removed shall be thoroughly disked and recompacted to the density of the surrounding ground before construction of embankment.

Where embankments are to be placed on natural slopes steeper than 3 to 1, horizontal benches shall be constructed as shown on the plans.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.5 FORMATION OF EMBANKMENTS. Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross section, unless otherwise approved to the Engineer.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a

soil structure as shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory conditions of the field. The Contractor shall drag, blade, or slope the embankment to provide proper surface drainage.

The material in the layer shall be within ± 2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve a uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken for each 1000 cubic yards. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density for noncohesive soils, and 90 percent of maximum density for cohesive soils as determined by ASTM D 698. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D 698.

Proof Rolling: Compacted subgrade shall be proof rolled with a 12 ton/Dual Wheel Dump truck with tires inflated to 100 psi or a 15 ton Proof Roller with tires spaced not more than 32" o.c. with tires inflated to 125 psi in the presence of the engineer. Soft areas of subgrade that deflect $> 1"$ or show permanent deformation $> 1"$ shall be removed and reworked. Any unstable material should either be removed or replaced with controlled earth fill or reworked to conform to the moisture content and compaction requirements addressed in section 152-2.5. Controlled earth fill is defined as earth fill that is designed, compacted and tested in accordance with generally accepted good practice and placed with the observation by the Engineer.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM D 1556, ASTM D 2167 or ASTM D 6938.

In lieu of the core method of field density determination, acceptance testing may be accomplished using a nuclear gage in accordance with ASTM D 6938 using the Direct Transmission Method. Calibration and operation of the gage shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gage must show evidence of training and experience in the use of the instrument. The gage shall be standardized daily in accordance with ASTM D 6938.

Compaction areas shall be kept separate, and no layer shall be covered by another until the proper density is obtained.

During construction of the embankment, the Contractor shall route his/her equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay, or other chunky soil material will be broken up into small particles and become incorporated with the other material in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches in their greatest dimensions will not be allowed in the top 6 inches of the subgrade. Rockfill shall be brought up in layers as specified or as directed and every effort shall be exerted to fill the voids with the finer material forming a dense, compact mass. Rock or boulders shall not be disposed of outside the excavation or embankment areas, except at places and in the manner designated by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation 4 feet below the finished subgrade. Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with specified methods.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.

There will be no separate measurement of payment for compacted embankment, and all costs incidental to placing in layers, compacting, diskings, watering, mixing, sloping, and other necessary operations for construction of embankments will be included in the contract price for excavation.

152-2.6 FINISHING AND PROTECTION OF SUBGRADE. After the subgrade has been substantially completed the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the subgrade from damage. He/she shall limit hauling over the finished subgrade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed subgrade shall be smoothed and recompacted.

No subbase, or surface course shall be placed on the subgrade until the subgrade has been approved by the Engineer.

152-2.7 HAUL. All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

152-2.8 TOLERANCES. In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 16-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2-inch, or shall not be more than 0.05-foot from true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompacting by sprinkling and rolling.

On runway safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 foot from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

The Contractor shall provide a 16-foot straightedge for the Engineer's use at all times.

152-2.9 TOPSOIL. When topsoil is specified or required as shown on the plans or if directed by the Engineer. The topsoil shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item MO-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its proper and final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within 325 feet of runway pavement or 104.5 feet of taxiway pavement and shall not be placed on areas which subsequently will require any excavation or embankment. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed, or as indicated in the plans.

No direct payment will be made for topsoil as such under Item MO-152. The quantity removed and placed directly or stockpiled shall be considered incidental to other items.

METHOD OF MEASUREMENT

152-3.1 Contract Quantity Payment. The quantities of excavation for which payment will be made are those shown in the contract for the various items, provided the project is constructed essentially to the lines and grades shown on the plans. A partial check of existing ground elevations will be made at the time slope stakes are set, and of the finished work for deviations in the grade, width or slope from the authorized grade or typical section, and shall be verified by the engineer. Contract quantities will be used for final payment of Class A Excavation except when:

- a. Errors are found in original computations.

- b. An original cross section is found to have an average deviation from the true elevation in excess of one foot.
- c. An authorized change in grade, slope, or typical section is made.
- d. Unauthorized deviations decrease the quantities on the plans.
- e. Class C, Sandstone or Igneous Rock Excavation is encountered. If the above conditions are encountered, the corrections or revisions will be computed and added to or deducted from the contract quantity.
- f. Quantities are determined by measurement as specified in Section 152-3.2.

152-3.1.1 If the plans have been altered or when a disagreement exists between the contractor and the engineer as to the accuracy of the plan quantities of any balance, or the entire project, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original groundline elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

152-3.2 Measured Quantities. If payment of excavation is to be made on a measured quantity basis, volumes of authorized excavation will be computed from cross section measurements by the average end area method. When not attributable to carelessness of the contractor, slides in Class A Excavation will be included in such measurements. Authorized excavation of rock, or other unsuitable material will also be included.

Authorized excavation of rock, shale, or other unsuitable material below grade shall consist of that excavation necessary to provide the designated depth of undergrading. No measurement or payment will be made of any material removed and replaced below the design limits of undergrading.

While work involving classified excavation is in progress, the contractor will fix points of elevation and stationing as required to establish the lines of demarcation between the materials of different classification. These top points will be determined before any Class C, Sandstone or Igneous Rock Excavation is removed, and it shall be the contractor's responsibility to notify the engineer before removing any such material. Any excavation removed before the engineer has been notified and given 24 hours to verify lines of demarcation will be included in the measurement of Class A Excavation only.

Excavation may be encountered in which lines of demarcation between materials of different classifications are impracticable to establish. The quantity of material classified as other than Class A Excavation may be determined by the engineer on a percentage basis as the work progresses after the limits of determinate classification material have been established.

Measured quantities of excavation will be used where the ground elevations shown on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the engineer authorizes a change in grade, slope or typical section affecting the volume of excavation

allowed for payment in that particular balance or area, the revised volume will be determined by the average end area method on the basis of the revised grade, slope or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

The quantity of Class C, Sandstone or Igneous Rock Excavation will be computed on a measured quantity basis. The volume of Class A Excavation allowed for payment in balances involving rock excavation will be determined by one of the following methods, whichever in the judgment of the engineer is more applicable:

- (a) Measuring and computing both the Class A Excavation and the Class C, Sandstone or Igneous Rock Excavation within the limits affected.
- (b) Deducting the volume of Class C, Sandstone or Igneous Rock Excavation from the total adjusted volume of excavation, regardless of classification, within the limits affected.

Measurement will be made for unsuitable material actually excavated and removed to permit proper compaction in cut sections.

Borrow quantities will be determined by measuring the borrow area before and after excavating.

Stockpiled material shall be paid for on the basis of the number of cubic yards measured in the stockpiled position as soon as the material has been stockpiled.

BASIS OF PAYMENT

152-4.1 Payment for excavation will be made at the contract unit price per cubic yard which price shall be full compensation for the excavating and hauling; placing, forming, and compaction of embankments; backfilling required undergraded areas; shouldering, rounding slopes, finishing of graded earth, picking up and disposing of field stone and other rock; and any work noted on the plans to be included in the contract unit price for excavation. Payment for subgrade preparation shall be made at the contract unit price per square yard. Payment for utility trench excavation and backfill shall be made at the contract unit price per linear foot and shall include all labor, materials and incidentals necessary for this work. No payment will be made for any material used for purposes other than those designated, except as approved by the engineer. Unclassified Excavation bid items shall consist of Class A Excavation.

152-4.2 If the contract contains a unit price for either Sandstone or Class C Excavation, but not both, it shall apply to the other if both are encountered. If the contract does not contain a unit price for Class C Excavation or Sandstone Excavation and such material is encountered during construction, payment will be made on the following basis:

500 cubic yards or less	\$15.00 per cu. yd.
More than 500 cubic yards but less than 2,000 cubic yards	\$10.00 per cu. yd.
2,000 cubic yards or more	\$8.00 per cu. yd.

152-4.3 If the contract does not contain a unit price for Igneous Rock Excavation and such

material is encountered during construction, payment will be made on the following basis:

500 cubic yards or less	\$18.00 per cu. yd.
More than 500 cubic yards but less than 2,000 cubic yards	\$15.00 per cu. yd.
2,000 cubic yards or more	\$11.00 per cu. yd.

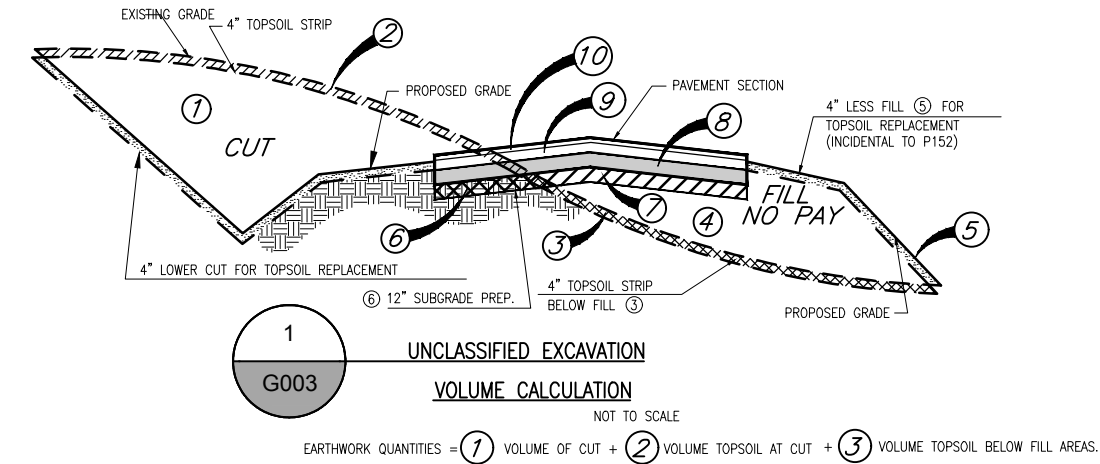
152-4.4 No direct payment will be made for water required in compaction work. Any costs involved in reducing moisture content in soils will be at the contractor's expense.

Payment will be made under:

Item MO-152a	Unclassified Excavation – per cubic yard.
Item MO-152b	Subgrade Preparation – per square yard.
Item MO-152c	Utility Trench Excavation and Backfill – per linear foot.

****END OF ITEM MO-152****

SUMMARY OF QUANTITIES						
BY	ITEM DESCRIPTION	UNITS	SCHEDULE I		SCHEDULE II	
			ESTIMATE	AS-BUILT	ESTIMATE	AS-BUILT
MO-105a	Mobilization	LS	1		1	
MO-152a	Unclassified Excavation	CY	1,160		220	
MO-152b	Subgrade Preparation	SY	2,835		715	
MO-152c	Utility Trench Excavation and Backfill	LF	485		-	
MO-156a	Sediment Control Log	LF	250		-	
MO-156b	Inlet Protection	EA	4		-	
MO-156c	Culvert Protection	EA	1		-	
MO-209a	Aggregate Base Course (6-inches)	SY	2,835		715	
P-401Fa	Bituminous Surface Course (5-inches)	TON	675		186	
MO-601a	Full Depth Pavement Removal	SY	1,775		-	
MO-601b	Partial Depth Pavement Removal (4' Butt Joint)	SY	14		11	
MO-601c	Full Depth Gravel Removal	SY	950		665	
MO-603a	Bituminous Tack Coat	GAL	360		100	
MoDOT-608a	Concrete Sidewalk (4-inches)	SY	175		-	
MoDOT-609a	Curb and Gutter	LF	695		-	
MoDOT-609b	Type 2 Rock Lining	CY	22		-	
MO-610a	Install Parking Curb Stop	EA	15		-	
MO-620a	Pavement Marking (White)	SF	275		-	
MO-620b	Pavement Marking (Blue)	SF	110		-	
MO-701a	18" RCP Storm Pipe - Class IV	LF	195		-	
MO-701b	30" RCP Storm Pipe - Class IV	LF	75		-	
MO-701c	30" RCP FES - Class IV	EA	1		-	
MO-701d	Remove Existing 30" CMP	LF	65		-	
D-751a	Inlet (Double Type I)	EA	1		-	
D-751b	4' Dia. Concrete Manhole	EA	1		-	
D-751c	Connect to Existing Storm Structure	EA	2		-	
MO-901a	Seeding with Hydromulch	AC	0.6		-	
MO-130a	Install 2 Light Poles	LS	1		-	



TOTAL CUT (PAY)		TOTAL FILL (NO PAY)		PAVEMENT SECTION (PAY)	
	① UNCLASSIFIED VOLUME		④ EMBANKMENT VOLUME (NOT PAID)		⑥ " SUBGRADE (PAID AS)
	+ VOLUME TOPSOIL AT CUT (STRIPPED) (PAID AS 4" DEEP, PLAN AREA OF CUT)		+ TOPSOIL REPLACEMENT ABOVE FILL AND UNDER CUT (NOT PAID) (INCIDENTAL TO P152)		⑦ " SUBGRADE (PAID AS)
	+ VOLUME TOPSOIL BELOW FILL (STRIPPED) (PAID AS 4" DEEP, PLAN AREA OF FILL)	④ + ⑤ = TOTAL VOLUME FILL			⑧ " SUB-BASE (PAID AS)
① + ② + ③ = TOTAL VOLUME CUT (PAID AS P-152?)					⑨ " BASE COURSE (PAID AS)
					⑩ " HOT MIX ASPHALT (PAID AS)

*** NOTES:**

- THESE QUANTITIES ARE RAW AND UNADJUSTED.
- SEE DETAIL (THIS SHEET) FOR VOLUME CALCULATION.

**UNCLASSIFIED EXCAVATION
VOLUMES (APPROX.)**

CUT = 1,380 C.Y.

FILL = 150 C.Y.

NOTE:

ALL EXCESS MATERIAL SHALL BE HAULED OFF SITE
AND SHALL BE CONSIDERED INCIDENTAL TO ITEM
MO-152 UNCLASSIFIED EXCAVATION

QUANTITIES	
1.	ALL STATED QUANTITIES ARE CONSIDERED APPROXIMATE. ACTUAL QUANTITIES WILL BE DETERMINED BY THE ENGINEER FROM WORK IN-PLACE.
2.	ACTUAL RATES OF APPLICATION WILL BE DETERMINED BY THE ENGINEER.
3.	THE PROJECT PAY ITEMS PROVIDED ARE TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THE CONTRACT DOCUMENTS. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM IS TO BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT, AND IS TO BE INCIDENTAL TO THE COST OF PROJECT PAY ITEMS PROVIDED.
4.	ALL PAVEMENT REMOVAL SHALL BE MEASURED AND PAID TO NEAT LINE DIMENSIONS.
5.	IF THE CONTRACTOR CHOOSES TO OVERBUILD PAVEMENT LAYERS BEYOND THE DIMENSIONS SHOWN ON THE PLANS FOR CONSTRUCTABILITY, NO PAYMENT WILL BE MADE FOR THIS ADDITIONAL MATERIAL.
6.	PIPE LENGTHS SHOWN ON PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

ISSUE FOR BID		
THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:		
RYAN B. LORTON	PE-2004017211	03/08/16
NAME	REG. NO.	DATE
FOR AND ON BEHALF OF JVIATION , INC.		

U:\UNO\UNO 15-01 Parking Lot\CD\PLANS

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sctoney

JVIATION®

**WEST PLAINS
REGIONAL AIRPORT**

DES: D.W.C.	ISSUE RECORD			
	NO.	BY	DATE	DESCRIPTION
DR: D.W.C.	1	R.B.L.	03/08/16	ISSUED FOR BID
	2	R.B.L.	04/08/16	ADDENDUM NO.1
CH: C.L.G.				
APP: R.B.L.				

RECONSTRUCT PARKING LOT
AND CONSTRUCT APRON
ACCESS DRIVE

SUMMARY OF APPROXIMATE QUANTITIES

MODOT PROJ. NO. 15-104C-2	JVIATION PROJ. NO. 2015.UNO.02	DATE: 03/08/16
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SHEET NAME

G003

SHEET NO.

3 of 21

U:\UNO\UNO 15-01 Parking Lot\CD\PLANS

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Apr 08, 2016 - 8:28am
JVIATION

JVIATION®

**WEST PLAINS
REGIONAL AIRPORT**

DES: D.W.C.
DR: D.W.C.
CH: C.L.G.
APP: R.B.L.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	R.B.L.	03/08/16	ISSUED FOR BID
2	R.B.L.	04/08/16	ADDENDUM NO.1

RECONSTRUCT PARKING LOT
AND CONSTRUCT APRON
ACCESS DRIVE

DEMOLITION PLAN

MODOT PROJ. NO.
15-104C-2

JVIATION PROJ. NO.
2015.UNO.02

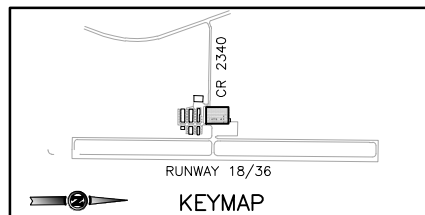
DATE:
03/08/16

SHEET NAME

C100

SHEET NO.

8 of 21



LEGEND	
	EXISTING ASPHALT PAVEMENT
	FULL DEPTH ASPHALT REMOVAL
	FULL DEPTH CONCRETE REMOVAL
	PARTIAL DEPTH ASPHALT REMOVAL (BUTT JOINT) SEE DETAIL 1 SHT. C500
	GRAVEL REMOVAL
	UTILITY LOWERING

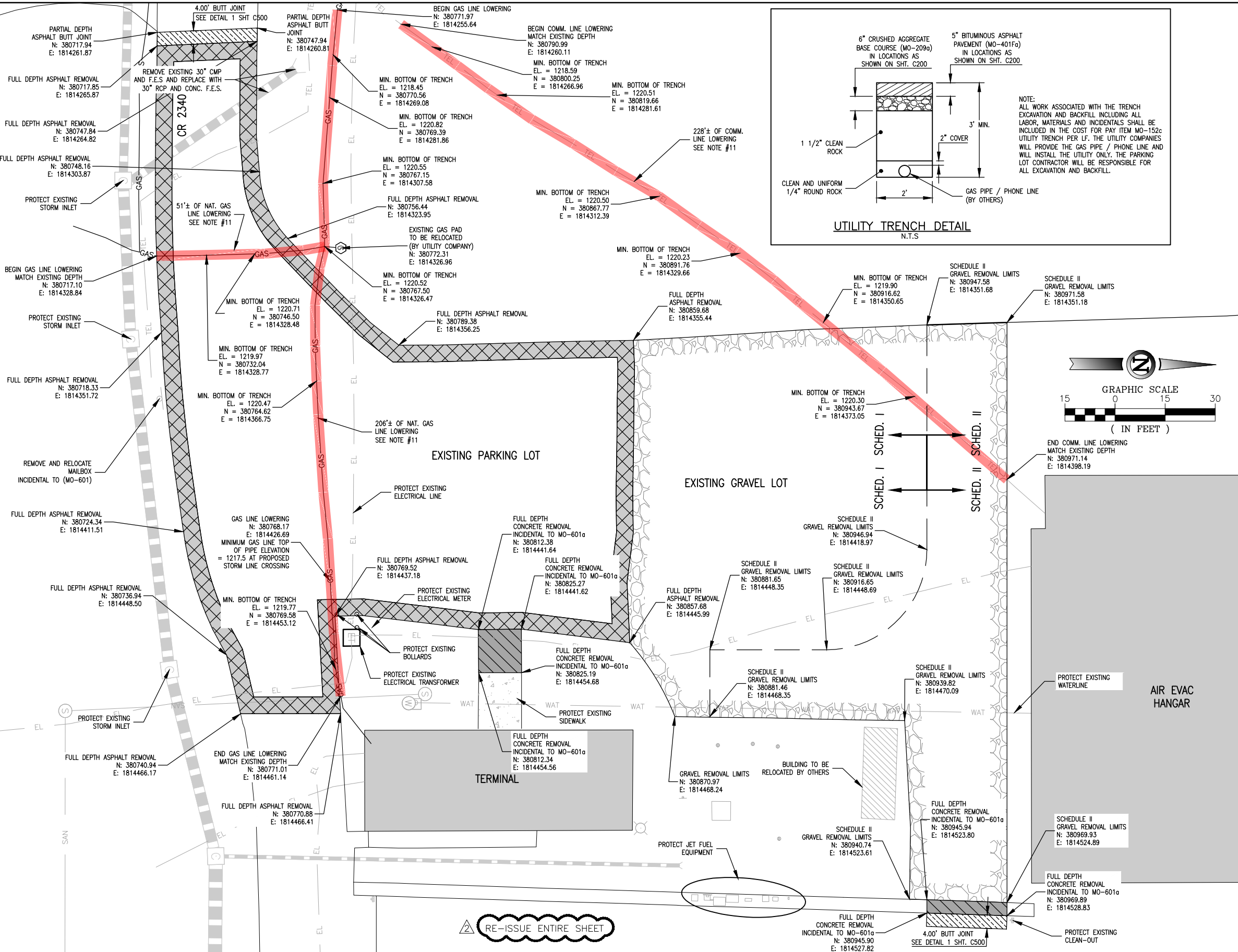
NOTES

- ALL REMOVAL NORTHINGS AND EASTINGS ARE APPROXIMATE ONLY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER OFF-SITE DISPOSAL OF ALL WASTE MATERIALS GENERATED FROM THE PROJECT. ALL COSTS ARE INCIDENTAL TO RESPECTIVE REMOVAL BID ITEM.
- ANY PAVEMENT DAMAGED DURING REMOVAL OUTSIDE THE PROPOSED REMOVAL LIMITS SHALL BE SQUARED OFF, BY SAW CUTTING, TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH THE ADDITIONAL REMOVAL AND RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- PAVEMENT REMOVAL SHALL BE MEASURED AND PAID TO NEAT LINE DIMENSIONING.
- FULL DEPTH CONCRETE OR ASPHALT PAVEMENT REMOVAL INCLUDES THE REMOVAL OF ANY UNDERLYING ASPHALT AND/OR CONCRETE PAVEMENT, BASE AND SUBBASE LAYERS, GEOTEXTILE FABRIC, AND ANY STABILIZED SUBGRADES.
- FULL DEPTH PAVEMENT REMOVAL PAID FOR BY THE SQUARE YARD REGARDLESS OF DEPTH. SEE SHEET G005 FOR BORE LOGS.
- CONTRACTOR MAY ELECT TO MILL ALTERNATE BUTT JOINT WIDTH TO ACCOMMODATE PAVING EQUIPMENT. ADDITIONAL MILLING AREA AND ASPHALT MATERIAL WILL NOT BE DIRECTLY PAID FOR, BUT WILL BE INCIDENTAL TO THE CONSTRUCTION OF THE BUTT JOINT.
- CONTRACTOR SHALL PROTECT ALL UNDERGROUND AND OVERHEAD UTILITIES AT ALL TIMES UNLESS OTHERWISE NOTED. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL REMOVE ALL EXISTING CONCRETE VEHICLE CURB STOPS, INCIDENTAL TO OTHER ITEMS.
- ALL DEMOLITION ITEMS THAT DO NOT HAVE A SPECIFIC BID ITEM ARE INCIDENTAL TO SECTION MO-601.
- GAS AND COMM LINE TRENCH TO BE EXCAVATED AND BACKFILLED BY CONTRACTOR. TO BE PAID PER ITEM MO-152C. THE CONTRACTOR SHALL COORDINATE UTILITY WORK WITH THE RESPECTIVE UTILITY COMPANY PRIOR TO CONSTRUCTION. THE UTILITY COMPANY TO PROVIDE THE GAS LINE // COMM LINE. SEE THE UTILITY TRENCH DETAIL THIS SHEET. THE CONTRACTOR SHALL COMPLETE THE UTILITY TRENCH WORK AT THE BEGINNING OF THE PROJECT PRIOR TO CONSTRUCTING THE NEW PARKING LOT PAVEMENT.

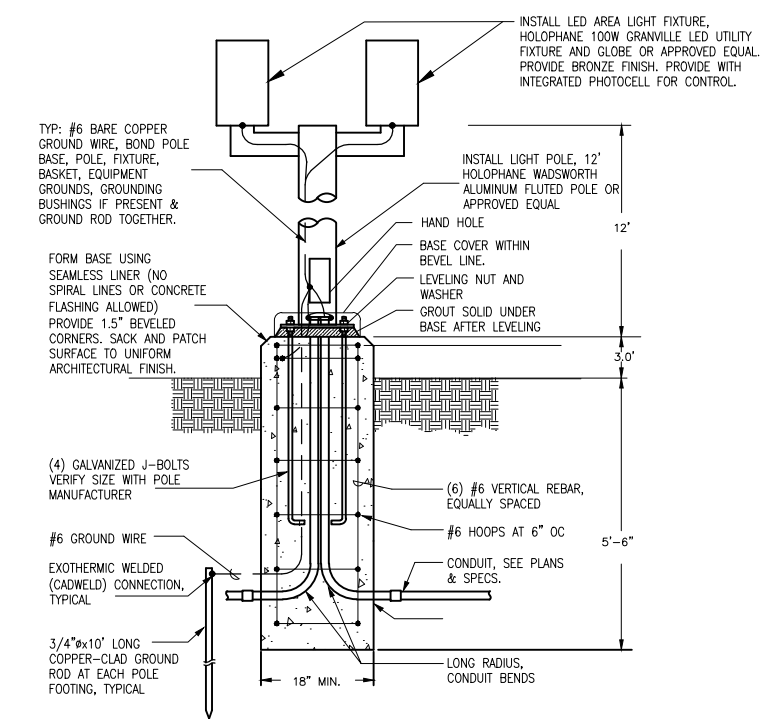
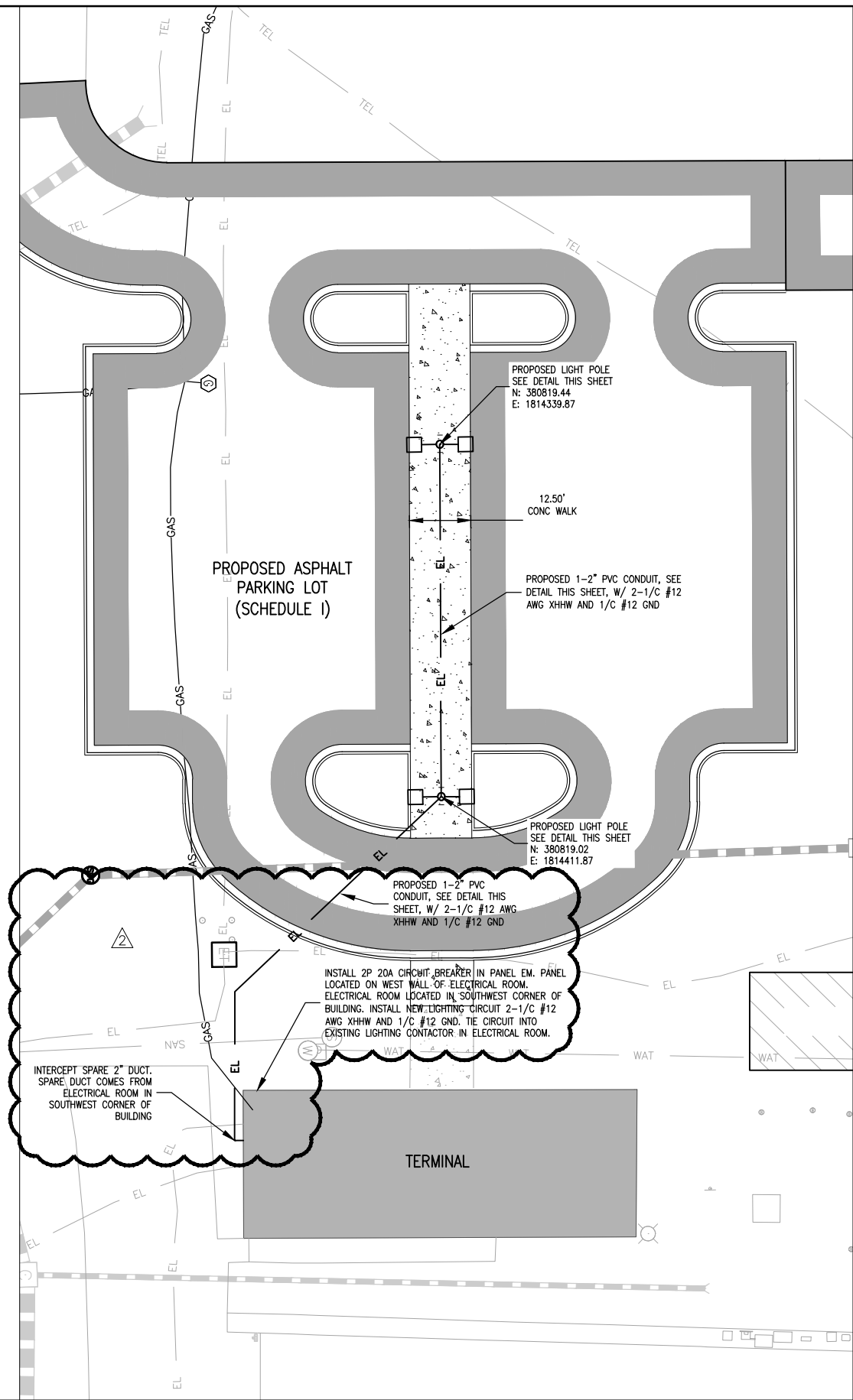
ISSUE FOR BID

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PREPARED BY OR UNDER THE
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RYAN B. LORTON PE-2004017211 03/08/16
NAME REG. NO. DATE
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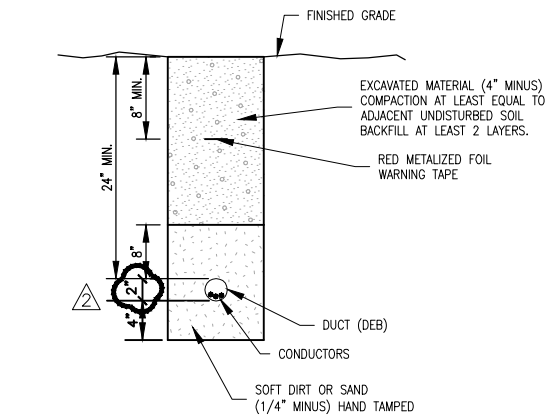
RE-ISSUE ENTIRE SHEET



1 LIGHT POLE FOUNDATION DETAIL
N.T.S.

NOTES:

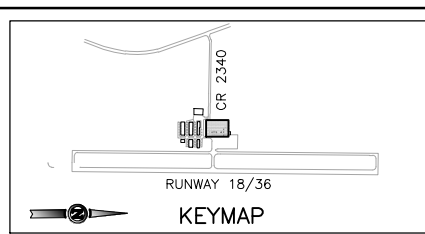
- THE LUMP SUM WORK ITEM FOR THE TWO LIGHT POLE INSTALLATION SHALL INCLUDE EVERYTHING FOR A COMPLETE OPERATION SYSTEM. ITEMS INCLUDED ARE CONDUIT, CABLE, PHOTOCELLS, CIRCUIT BREAKERS, ETC.
- CONTRACTOR SHALL PROVIDE STRUCTURAL DESIGN STAMPED BY A REGISTERED MISSOURI ENGINEER FOR LIGHT BASE INSTALLATION.
- CONTRACTOR TO INCLUDE BANNER ARM OPTION WHEN ORDERING LIGHT POLE.
- CONTRACTOR SHALL INSTALL INLINE WATERTIGHT FUSE HOLDERS WITH 3A FUSES IN EACH LIGHT POLE HAND HOLE.



2 DUCT TRENCH (DEB) DETAIL

NOTES:

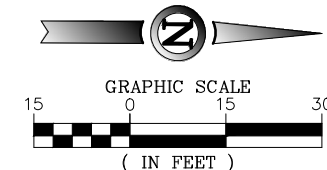
CONDUIT INSTALLATION SHALL BE CONSIDERED INCIDENTAL TO THE AREA LIGHT FIXTURE INSTALLATION.



LEGEND

- PROPOSED 5" ASPHALT PAVEMENT (MO-401a), (SCHEDULE 1)
- PROPOSED LIGHT POLE
- EL PROPOSED ELEC. LINE

- NOTES**
- ANY PAVEMENT DAMAGE DURING CONSTRUCTION OUTSIDE THE PROPOSED PROJECT REMOVAL LIMITS SHALL BE REPAIRED BY THE CONTRACTOR, TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING UTILITIES.



ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

RYAN B. LORTON PE-2004017211 03/08/16
NAME REG. NO. DATE
FOR AND ON BEHALF OF JVIATION, INC.

JVIATION®

**WEST PLAINS
REGIONAL AIRPORT**

DES: D.W.C.	ISSUE RECORD			
	NO.	BY	DATE	DESCRIPTION
DR: D.W.C.	1	R.B.L.	03/08/16	ISSUED FOR BID
	2	R.B.L.	04/08/16	ADDENDUM NO.1
CH: C.L.G.				
APP: R.B.L.				

RECONSTRUCT PARKING LOT
AND CONSTRUCT APRON
ACCESS DRIVE

ELECTRICAL PLAN
AND DETAILS

MODOT PROJ. NO. 15-104C-2	JVIATION PROJ. NO. 2015.UNO.02	DATE: 03/08/16
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SHEET NAME
E100
SHEET NO.
21 of 21

WEST PLAINS REGIONAL AIRPORT

West Plains, Missouri

Schedule I: Reconstruct Parking Lot

Schedule II: Construct Apron Access Drive

MoDOT Project No. 15-104C-2

DATE: March 30, 2016

TIME: 11:00 A.M.

PRE-BID CONFERENCE

1. RECORDING OF ATTENDEES

- A. Recording of attendees, firm represented, address, phone number and email.
- B. Attendance & Plan holder's list will be included with Addendum No. 1.

2. INTRODUCTIONS & PROJECT DESCRIPTION

- A. City Representatives
 - Jack Bowman – Airport Manager
 - Wes Parks – Engineering Supervisor
 - Tom Stehn – City Administrator
- B. Airport Engineering – Jviation, Inc.
 - Ryan Lorton – Project Manager
- C. MoDOT Aviation
 - Darrell Goth – Project Manager
- D. Project Schedule
 - Schedule I: Reconstruct Parking Lot
 - Schedule II: Construct Apron Access Drive

E. Major Work Items

Schedule I:

- MO-105a Mobilization 1 LS
- MO-152a Unclassified Excavation 1,160 CY
- MO-152b Subgrade Preparation 2,835 SY

- MO-156a Sediment Control Log..... 250 LF
- MO-156b Inlet Protection4 EA
- MO-156c Culvert Protection.....1 EA
- MO-209a Aggregate Base Course (6-inches) 2,835 SY
- P-401Fa Bituminous Surface Course (5-inches)..... 675 TON
- MO-601a Full Depth Pavement Removal..... 1,775 SY
- MO-601b Partial Depth Pavement Removal (4' Butt Joint)..... 14 SY
- MO-601c Full Depth Gravel Removal..... 950 SY
- MO-603a Bituminous Tack Coat..... 360 GAL
- MoDOT-608a Concrete Sidewalk (4-inches)..... 175 SY
- MoDOT-609a Curb and Gutter 695 LF
- MoDOT-609b Type 2 Rock Lining22 CY
- MO-610a Install Parking Curb Stop..... 15 EA
- MO-620a Pavement Marking (White).....275 SF
- MO-620b Pavement Marking (Blue).....110 SF
- MO-701a 18" RCP Storm Pipe – Class IV 195 LF
- MO-701b 30" RCP Storm Pipe – Class IV..... 75 LF
- MO-701c 30" RCP FES – Class IV1 EA
- MO-701d Remove Existing 30" CMP 65 LF
- D-751a Inlet (Double Type I)1 EA
- D-751b 4' Dia. Concrete Manhole1 EA
- D-751c Connect to Existing Storm Structure.....2 EA
- MO-901a Seeding with Hydromulch 0.6 AC
- MO-130a Install 2 Light Poles 1 LS

Schedule II:

- MO-105a Mobilization 1 LS
- MO-152a Unclassified Excavation 220 CY
- MO-152b Subgrade Preparation 715 SY
- MO-209a Aggregate Base Course (6-inches) 715 SY
- P-401Fa Bituminous Surface Course (5-inches)..... 186 TON
- MO-601b Partial Depth Pavement Removal (4' Butt Joint)..... 11 SY
- MO-601c Full Depth Gravel Removal..... 665 SY
- MO-603a Bituminous Tack Coat..... 100 GAL

3. BID OPENING

- A. Date: Tuesday, April 12, 2016 at 2:00 P.M. (CST)
- B. Location: City of West Plains
City Hall
1910 Holiday Lane
West Plains, MO 65775
- C. Bid Bond: 5% of bid amount – Section 2, Instructions to Bidders, Paragraph 4 and Section 20-10 Bid Guaranty.
- D. Contract Proposal: The Bid Proposal Form starting on Page B-1 through Page B-20 shall be submitted in its entirety. A Bid Bond in the amount of 5% of the bid price shall also be submitted.
- E. Award: Notice to Bidders, Section 1-3 and Section 30 Award and Execution of Contract.

4. DBE GOALS

- A. 7.0% of Contract Amount

5. ESTIMATED CRITICAL CONTRACT DATES

- A. Contract Award: Spring/Summer 2016 (ESTIMATED) –The signature of the bidder on the proposal form indicates that within thirty (30) calendar days from acceptance of its bid offer it will execute a contract with the Owner and, if indicated in this solicitation, furnish a project specific Certificate of Insurance naming the Owner as Additional Insured, furnish Performance and Payment Bonds and any other documents required by the Contract Documents.
- B. Notice to Proceed: Spring/Summer 2016 (ESTIMATED), Refer to Section 80-2.

Project Time: 25 Calendar Days for Schedule I from Notice to Proceed, Refer to Section 80-08 for more information.

6. BONDING

- A. Payment Bond: 100% of Bid Amount, Refer to Section 30-6
- B. Performance Bond: 100% of Bid Amount, Refer to Section 30-6

7. BUY AMERICAN REQUIREMENTS

- A. See Section 4 – Supplementary Provisions, Part A Federal and State Provisions for Buy American Requirements. Buy American Certification required to be submitted as part of the Bid Proposal Form.

8. INSURANCE REQUIREMENTS

Refer to Section 4, Part C Local Provisions, Paragraph 11 Insurance for Contractor Liability Insurance requirements.

- A. The Contractor shall pay for and maintain during the life of this contract adequate Workmen's Compensation, Public Liability and Property Damage Insurance. The Contractor is charged with the responsibility for adequate and proper coverage for all his subcontract operations. Contractor shall furnish to the Sponsor satisfactory proof of carriage of the insurance required.

9. FEDERAL AND STATE WAGE RATES (DAVIS BACON ACT)

- A. The higher of the Federal wage and State wage rates are required for this project for work completed under the project Schedule. Refer to Section 4, Part D Federal and State Wage Rates.

10. ENGINEER'S FIELD OFFICE

- A. Listed under Section 60-05. An Engineer's Field Office is not required.

11. LIQUIDATED DAMAGES

- A. As compensation for non-use, the Contractor shall be assessed a liquidated damage of **\$750/calendar day(s)** for each day that the work remains uncompleted beyond the contract period.

SECTION 80-08 FAILURE TO COMPLETE ON TIME.

SCHEDULE	LIQUIDATED DAMAGES COST	ALLOWED CONSTRUCTION TIME
Schedule I	\$750/Calendar Day(s)	25 Calendar Days(s) *
Schedule II	\$750/Calendar Day(s)	25 Calendar Days(s) *

*Pavement markings shall be completed 30 days after the paving.

Please see the Phasing Sheet G007 of the Construction Drawings for more information on the scheduling/sequencing of work.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

12. PROJECT PHASING

- A. Phase 1 – Existing Terminal Parking Lot will be closed for the duration of Phase 1. See Sheet G007 for Temporary Terminal Building Parking during construction.

13. MISCELLANEOUS

- A. Construction Materials: Sales Tax Exemption. Refer to Section 4, Part C Local Provisions, Paragraph 13: Sales and Use Taxes.
- B. Survey Requirements – Refer to Section 50-06, Construction Layout.
- C. Contractor Access: Off of CR 2340.

- D. Haul Route- See Sheet G002, Site Access and Staging Notes. The Contractor shall be responsible for any damage to existing facilities or roads. Repairs shall be made at no additional cost to the sponsor.
- E. Questions will be taken via written format only to Jviation, Inc. until **Wednesday April 6, 2016 at 5:00 p.m. (CST)**.

14. QUESTIONS

15. PROJECT SITE TOUR

Pre-Bid Meeting Sign In

Meeting Date / Location: March 30, 2016 / West Plains Regional Airport

Project Name:

West Plains Regional Airport

Schedule I: Reconstruct Parking Lot

Schedule II: Construct Apron Access Drive

MoDOT Project #: 15-104C-2

Time: 11:00 a.m.

Telephone No.

Company

Name

E-mail

Ryan Lorton

Darrell B. Goth

Jack Bowman

Eric Legler

Harley Beshar

John Adams

Audie Ritter

Levi Reeves

Cary Stewart

Jason Poor

James March

Michael Carter

JVIATION, INC.

MoDOT

W.P. Airport

W.P. Airport

W.P. Airport

CITY OF WEST PLAINS

John Adams Const.

" "

Reeves Const.

Cary Stewart Const

Pace Construction

SMC

Stewart Morrison Redi-mix

573-418-450

573-526-7913

417-257-1530

417-257-1530

417-257-1530

417-256-7170

417-257-0600

" "

573-480-6298

(417) 256-7777

(417) 256-2074

417 926-2211

417 256-8118

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mcarter@smc.com