

June 4, 2015

To: Plan Holders for Improvements to the
Kirksville Regional Airport
Kirksville, Missouri
Project No. 14-028A-3
Reconstruct Air Carrier Apron (Schedule I), Reconstruct South Apron (Schedule II),
and Reconstruct T-Hangar Taxilanes (Schedule III)

Transmitted herewith is Addendum **No. 4** to the Contract Documents, Plans and Specifications dated May 19, 2015 for Improvements to the Kirksville Regional Airport, Kirksville, Missouri, Project No. 14-028A-3.

SCHEDULE I:

Reconstruct Air Carrier Apron

SCHEDULE II:

Reconstruct South Apron

SCHEDULE III:

Reconstruct T-Hangar Taxilanes



Sincerely,

Jviation, Inc.

Elizabeth Duvall, P.E.
Project Engineer

**ADDENDUM NO. 4
TO
CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
FOR IMPROVEMENTS TO THE
KIRKSVILLE REGIONAL AIRPORT
KIRKSVILLE, MISSOURI
PROJECT NO. 14-028A-3**

To All Bidders: You are requested to make all changes and/or additions contained in this addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid. Bidders are informed that the above referenced Contract Documents, Plans and Specifications are modified as follows as of June 4, 2015:

The day count for this project is hereby changed to 168 calendar days. The days for each of the four phases of this project are revised to 42 calendar days per phase.

All references to the project completion time of 140 calendar days shall be changed to 168 calendar days.

All references to phase completion time of 35 calendar days shall be changed to 42 calendar days.

1. CONTRACT DOCUMENTS

Section: 1-3 Notice to Bidders, Contract Time.

Revision: Revise the contract time on line 203 to **168** calendar days.
See attached sheet Section 1-3.

Section: 1-46 Execution and Progress Failure to Complete on Time.

Revision: Revise the allowed construction time in the table at the top of the page to **42** calendar days per phase.

Revision: Revise the contract time on line 2458 to **168** calendar days.
See attached sheet Section 3-46.

Section: B-3.

Revision: Revise the contract time on line 77 to **168** calendar days.
See attached sheet Section B-3.

Section: B-36.

Revision: Revise the contract time on line 1119 to **168** calendar days.
See attached sheet Section B-36.

2. PLAN SET

Sheet: G006
Title: Construction Safety Drawing, Overall Schedules
Revision: Revise the contract time in the table header for 'Total All Phases' to **168** calendar days.
Revision: Revise the phase time in the table under 'Major Work to Be Completed' for Each Phase to 42 calendar days.

Sheet: G007
Title: Construction Safety Drawing, Schedule I, Phase 1
Revision: Revise the contract time in the table header for 'Phase 1' to **42** calendar days.
Revision: Revise the phase time in the table under 'Major Work to Be Completed', note 9 to 42 calendar days.

Sheet: G008
Title: Construction Safety Drawing, Schedule I, Phase 2
Revision: Revise the contract time in the table header for 'Phase 2' to **42** calendar days.
Revision: Revise the phase time in the table under 'Major Work to Be Completed', note 7 to 42 calendar days.

Sheet: G009
Title: Construction Safety Drawing, Schedules II and III, Phase 3
Revision: Revise the contract time in the table header for 'Phase 3' to **42** calendar days.
Revision: Revise the phase time in the table under 'Major Work to Be Completed', note 7 to 42 calendar days.

Sheet: G010
Title: Construction Safety Drawing, Schedules II and III, Phase 4
Revision: Revise the contract time in the table header for 'Phase 4' to **42** calendar days.
Revision: Revise the phase time in the table under 'Major Work to Be Completed', note 7 to 42 calendar days.

**** END OF ADDENDUM NO. 4 ****

Contract Time. The owner has established a contract perform time of 168 Calendar Day(s) from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual.

Bid Security. No bid will be considered unless accompanied by a bid bond secured by an approved surety or sureties, payable to the Kirksville, for not less than five (5) percent of the total amount of the bid.

Bonding Requirements. The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price at the time of contract execution.

Award of Contract. The Owner intends to award a contract resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer, conforming to the solicitation, will be most advantageous to, and in the best interest of, the Owner, cost or price and other factors considered.

- a. In addition to other factors, bid offers will be evaluated on the basis of advantages and disadvantages to the Owner that might result from offers received.
- b. The Owner reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer. Bids may be held by the owner for a period not to exceed 120 calendar days from the date of the bid opening for the purpose of conducting the bid evaluation.
- c. Total bid will be evaluated and awarded as follows: It is the Owner's intent to award this bid based on the **TOTAL BASE BID FOR ALL ITEMS, split awards will not be made.**
- d. The Owner will determine which Schedules and/or Bid Alternates will be awarded based on the received bid prices and available funding. The project award will be based on the low bid sum of the federally eligible Schedules and Bid Alternates awarded by the Owner. Not all Schedules and/or Bid Alternates may be awarded. A combination of Schedules and Bid Alternates may be awarded, including only a single Schedule. The numbering of the Schedules or Bid Alternates does not necessarily indicate the order of award. The project award is contingent on the availability of funding.

Federal Provision. This project is subject to the following Federal provisions, statutes and regulations;

Airport and Airway Improvement Act of 1982. In accordance with the Davis-Bacon Act, as amended, and the Missouri Prevailing Wage Law, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor and the Missouri Division of Labor Standards, respectively. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

Equal Employment Opportunity and Affirmative Action Requirement. The proposed contract is under and subject to 41 CFR Part 60-4 and Executive Order 11246 of September 24, 1965, as amended, and to the equal opportunity clause and the Standard Federal Equal Employment

engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Phase	Liquidated Damages Cost	Allowed Construction Time
Phase 1	\$750/Calendar Day(s)	42 Calendar Days
Phase 2	\$750/Calendar Day(s)	42 Calendar Days
Phase 3	\$750/Calendar Day(s)	42 Calendar Days
Phase 4	\$750/Calendar Day(s)	42 Calendar Days

The maximum construction time allowed for overall project is **168 Calendar Day(s)**.

Please see Sheets G007 and G011 of the Construction Drawings for more information on the scheduling/sequencing of work on Schedules I, II, and III and Phases 1 through 4.

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.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to

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 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 120 calendar 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 168 Calendar days from the commencement date specified in the Notice-to-Proceed.
- a. 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.
- h. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract 3 percent of the dollar value of the prime contract to DBE firms or

incorporated by reference into the Contract 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 168 days of the commencement date stated within the Notice-to-Proceed.