

November 3, 2014

To: Plan Holders for Improvements to the
Kirksville Regional Airport
Kirksville, Missouri
MoDOT Project No. 14-028A-4
Schedule I: Rehabilitate Wildlife Perimeter Fence

Transmitted herewith is Addendum No. 2 to the Contract Documents, Plans and Specifications dated October 21, 2014 for Improvements to the Kirksville Regional Airport, Kirksville, Missouri, MoDOT Project No. 14-028A-4.

SCHEDULE I:
Rehabilitate Wildlife Perimeter Fence



Sincerely,

Jviation, Inc.

A handwritten signature in blue ink that reads "Ryan B. Lorton".

Ryan Lorton, P.E.
Project Manager

**ADDENDUM NO. 2
TO
CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
FOR IMPROVEMENTS TO THE
KIRKSVILLE REGIONAL AIRPORT
KIRKSVILLE, MISSOURI
MoDOT PROJECT NO. 14-028A-4**

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 November 3, 2014:

1. CONTRACT DOCUMENTS

Section 1: Notice to Bidders
Page: 1-1
Revision: At the end of the first paragraph the following verbiage shall be added:
"The successful bidder will be required to apply for a City of Kirksville Construction License and pay a fee of \$35.00 to the City of Kirksville."
The Notice to Bidders section has been re-issued in its entirety and is attached at the back of this document.

Section 1: Notice to Bidders
Page: 1-1
Revision: The last paragraph has been revised to state that the Base Bid will consist of 21 calendar days and if Additive Alternate No. 1 is awarded there will be an additional 14 calendar days provided. The Notice to Bidders section has been re-issued in its entirety and is attached at the back of this document.

Section 50: Control of Work
Subsection: 50-06 Construction Layout and Stakes
Pages: 3-20 through 3-22
Revision: Section shall be revised to read "Not Applicable."

Section 80: Prosecution and Progress
Subsection: 80-08 Failure to Complete on Time
Page: 3-43
Revision: The Liquidated Damages tables has been revised to state that the Base Bid will consist of 21 calendar days and if Additive Alternate No. 1 is awarded there will be an additional 14 calendar days provided. This page has been re-issued in its entirety and is attached at the back of this document.

2. TECHNICAL SPECIFICATIONS

Tech Spec: MO-162 CHAIN-LINK FENCES
Page: MO-162-2
Revision: Section 162-3.4 INSTALLING POSTS:
DELETE the second paragraph and REPLACE with the following: "Posts damaged during installation shall be removed and replaced at the contractor's expense. No extra compensation will be made for rock excavation. Rock excavation shall not be ground for extension of time." The MO-162 CHAIN LINK FENCES specification has been re-issued in its entirety and is attached at the back of this document.

Tech Spec: MO-162 CHAIN-LINK FENCES
Page: MO-162-3
Revision: Section 162-3.9 ELECTRICAL GROUNDS:
DELETE the first sentence and REPLACE with the following: "All Base Bid fence posts shall be grounded. If Add Alternate No. 1 is awarded, 25 of the 50 terminal (pull) posts shall be grounded so that the fence is grounded approximately every 600 feet." The MO-162 CHAIN LINK FENCES specification has been re-issued in its entirety and is attached at the back of this document.

3. BID PROPOSAL

Page: B-3
Revision: Paragraph g. Time of Performance has been revised to state that the Base Bid will consist of 21 calendar days and if Additive Alternate No. 1 is awarded there will be an additional 14 calendar days provided. This page has been re-issued in its entirety and is attached at the back of this document.

4. FORM OF CONTRACT AGREEMENT

Page: B-25
Revision: Article 5 – Contract Time has been revised to state that the Base Bid will consist of 21 calendar days and if Additive Alternate No. 1 is awarded there will be an additional 14 calendar days provided. The Form of Contract Agreement has been re-issued in its entirety and is attached at the back of this document.

5. PLANS

Sheet: G004
Sheet Number: 4 of 6
Revision: DELETE all references to “Base Bid: 14 Calendar Days” and REPLACE with “Base Bid: 21 Calendar Days”.
DELETE all references to Add Alt. No. 1 – Additional 21 Calendar Days” and REPLACE with “Add Alt. No. 1 – Additional 14 Calendar Days”.

Sheet: G004
Sheet Number: 6 of 6
Revision: Fence Detail “Proposed Footing Detail”: Revise the Fencing Grounding Note to read as follows:
“WHERE REQUIRED THE CONTRACTOR SHALL INSTALL A 5/8” X 8’ (MIN.) COPPER CLAD, STEEL GROUND ROD ADJACENT TO POST AS SPECIFIED BELOW. ALL CORNER/END POSTS IN THE BASE BID SHALL BE GROUNDED. IF ADD ALTERNATE NO. 1 IS AWARDED, 25 OF THE 50 POSTS SHALL BE GROUNDED. A #6 AWG BARE COPPER WIRE SHALL EXTEND UPWARD FROM THE GROUND ROD THROUGH THE FENCE FABRIC. THE GROUND WIRE SHALL BE BONDED TO ALL THREE STRANDS OF BARBED WIRE WITH APPROVED GROUND CLAMPS.”

6. PRE-BID MEETING SIGN IN

The Pre-Bid Meeting Sign In Sheet is attached at the back of this document.

**** END OF ADDENDUM NO. 2 ****

111 **SECTION 1**
112 **NOTICE TO BIDDERS**

113
114 City of Kirksville
115 Kirksville Regional Airport
116 State Block Grant Project No. 14-028A-4
117

118 Sealed bids subject to the conditions and provisions presented herein will be received until 3:00 p.m.,
119 Wednesday, November 12, 2014, and then publicly opened and read by City Council Chambers,
120 Kirksville City Hall, 201 S. Franklin Street, for furnishing all labor, materials, equipment and performing
121 all work necessary to Rehabilitate Wildlife Perimeter Fence. The successful bidder will be required to
122 apply for a City of Kirksville Construction License and pay a feel of \$35.00 to the City of Kirksville.
123

124 A complete set of Specifications and Contract Documents can be downloaded from Jviation, Inc.'s bid
125 site (<http://bid.jviation.com>), beginning on October 20, 2014. In order to submit a responsive bid as a
126 Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the
127 Planholder's List. To view all planholder documents (contract documents, plans and addendums) you
128 must fill out the online form located at (<http://www.jviation.com/bidrequest>). By filling out and
129 submitting this form, you agree to be publicly listed on the bid site with your contact information as a
130 planholder for all projects requested. It is the planholder's responsibility to review the site for addendums
131 and changes before submitting their proposal. For additional information, please contact us via email at
132 bidinfo@jviation.com.
133

134 *Note that contractors will NOT be automatically added to new projects. You will need to re-submit the
135 online form for access to new projects. Once granted access, additional projects will use your same login
136 credentials. Note: Plan ahead when submitting the online request form and allow up to 2 business days
137 for approval and access to projects.
138

139 **Contract Work Items.** This project will involve the following work items and estimated quantities.
140 Prospective bidders are hereby advised that the quantities indicated herein are approximate and are
141 subject to change.
142
143

SUMMARY OF APPROXIMATE QUANTITIES			
SCHEDULE I - BASE BID			
ITEM NO.	ITEM DESCRIPTION	UNITS	SCHEDULE I
MO-100a	Mobilization	LS	1
MO-162a	Remove and Replace Corner/End Post in Concrete Footing	EA	22
SCHEDULE I – ADD ALTERNATE NO. 1			
MO-162b	Remove and Replace Terminal (Pull) Post in Concrete Footing	EA	50

145 **Contract Time.** The owner has established a contract performance time of 21 calendar days from the
146 date of the Notice-to-Proceed for the Base Bid. If Additive Alternate No. 1 is awarded an additional 14
147 calendar days will be provided for a total of 35 calendar days. All project work shall be substantially
148 completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the
149 project manual.
150

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

154
155 **Bonding Requirements.** The successful bidder will be required to furnish separate performance and
156 payment bonds each in an amount equal to 100% of the contract price at the time of contract execution.

157
158 **Award of Contract.** The Owner intends to award a contract resulting from this solicitation to the lowest,
159 responsive, responsible bidder, whose offer, conforming to the solicitation, will be most advantageous to,
160 and in the best interest of, the Owner, cost or price and other factors considered.

161
162 a. In addition to other factors, bid offers will be evaluated on the basis of advantages and
163 disadvantages to the Owner that might result from offers received.

164
165 b. The Owner reserves the right to reject any or all proposals and to waive informalities
166 and/or irregularities in the bid offer. Bids may be held by the owner for a period not to
167 exceed 90 calendar days from the date of the bid opening for the purpose of conducting
168 the bid evaluation.

169
170 c. **Split awards will not be made.**

171
172 d. The Owner will determine which Schedules and/or Bid Alternates will be awarded based
173 on the received bid prices and available funding. The project award will be based on the
174 low bid sum of the Schedules and Bid Alternates awarded by the Owner. Not all
175 Schedules and/or Bid Alternates may be awarded. A combination of the Base Bid and Bid
176 Alternates may be awarded, including only the Base Bid. The numbering of the Schedules
177 or Bid Alternates does not necessarily indicate the order of award. The right is reserved,
178 as the City of Kirksville may require, to reject any and all bids.

179
180 e. The project award is contingent on the availability of funding.

181
182 All proposals submitted in accordance with the instructions presented herein will be subject to
183 evaluation. Bids may be held by the City of Kirksville for a period not to exceed 90 calendar days from
184 the date of the bid opening for the purpose of conducting the bid evaluation.

185
186 Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that
187 are confirmed as being responsive and responsible. The owner will determine which schedules will be
188 awarded based upon the received bid prices and available funding. The project award will be based on
189 the low bid sum of the Schedules awarded by the owner. Not all Schedules may be awarded. A
190 combination of Schedules may be awarded, including only a single Schedule, which in the judgment of
191 the owner, best serves the owner's interest. The numbering of the Schedules does not necessarily
192 indicate the order of award. The right is reserved, as the City of Kirksville may require, to reject any bid
193 and all bids.

194
195 Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that
196 are confirmed as being responsive and responsible. If more than one base bid is listed in the Proposal
197 Form, the bidder may bid on Base Bid No. 1 and/or Base Bid No. 2. The owner reserves the right to
198 select any one of the combinations of the base bid(s) and alternate bid(s), which in the judgment of the
199 owner, best serves the owner's interest. The right is reserved, as the City of Kirksville may require, to
200 reject any bid and all bids.

201

202 Award of contract is contingent upon the owner receiving Federal-funding assistance under the State
203 Block Grant Program.

204

205 **Federal Provisions.** This project is subject to the following Federal provisions, statutes and regulations;

206

207 **Equal Employment Opportunity - Executive Order 11246 and 41 CFR Part 60:** The Bidder's
208 attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment
209 Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The
210 successful Bidder shall not discriminate against any employee or applicant for employment because of
211 race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that
212 applicants are employed, and that employees are treated during employment without regard to their race,
213 color, religion, sex, or national origin.

214

215 **Goals for Minority and Female Participation – Executive Order 11246 and 41 CFR Part 60:**

216 1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal
217 Employment Opportunity Construction Contract Specifications" set forth within the supplementary
218 provisions.

219

220 2. The goals and timetables for minority and female participation, expressed in percentage terms for the
221 contractor's aggregate workforce in each trade on all construction work in the covered area, are as
222 follows:

223

224 **Timetables**

225 Goals for minority participation for each trade: 4.0 %

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

227

228 These goals are applicable to all of the contractor's construction work (whether or not it is Federal or
229 federally- assisted) performed in the covered area. If the contractor performs construction work in a
230 geographical area located outside of the geographical area where the work is actually performed, the
231 contractor also is subject to the goals for both its federally involved and non-federally involved
232 construction in this secondary area.

233

234 **Certification of Nonsegregated Facilities – 41 CFR Part 60:** A certification of Nonsegregated
235 Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding
236 \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

237 Contractors receiving federally assisted construction contract awards exceeding \$10,000, which are not
238 exempt from the provisions of the Equal Opportunity Clause will be required to provide for the
239 forwarding of the notice to prospective subcontractors for supplies and construction contracts where the
240 subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
241 The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

242

243 **Disadvantaged Business Enterprise – 49 CFR Part 26:** The requirements of 49 CFR Part 26,
244 Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MoDOT
245 and the city to practice nondiscrimination based on race, color, sex or national origin in the award or
246 performance of this contract. All firms qualifying under this solicitation are encouraged to submit
247 bids/proposals. Awards of this contract will be conditioned upon satisfying the requirements of this
248 section. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract
249 goal of 0 percent has been established for this contract. The non-DBE bidder shall subcontract 0 percent
250 of the dollar value of the base bid(s), excluding any additive alternates, to disadvantaged business
251 enterprises (DBE) or make good faith efforts to meet the DBE contract goal. *The bidder and any*
252 *subcontractor, who qualifies as a DBE who subcontracts work to another non-DBE firm, must subtract*

253 the amount of the non-DBE contract from the total DBE work counted toward the goal, as defined in 49
254 CFR Part 26.55.

255
256 The apparent successful competitor will be required to submit the following information: (1) the names
257 and addresses of DBE firms that will participate in the contract; (2) a description of the work that each
258 DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4)
259 written documentation (signed contract proposal) of the bidders commitment to use a DBE subcontractor
260 whose participation it submits to meet the contract goal; and (5) if the contract goal is not met, evidence
261 of good faith efforts, as described in 49 CFR Part 26.

262
263 **Davis-Bacon Act, as amended – 29 CFR Part 5:** The Contractor is required to comply with wage and
264 labor provisions and to pay minimum wages in accordance with the current schedule of wage rates
265 established by the United States Department of Labor included in the supplementary provisions.

266
267 In addition, the contractor will also be required to comply with the wage and labor requirements and pay
268 minimum wages in accordance with the schedule of wage rates established by the Missouri Division of
269 Labor Standards included in the Supplementary Provisions.

270
271 The highest rate between the two (Federal and State) for each job classification shall be considered the
272 prevailing wage.

273
274 **Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29:** The bidder
275 certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are
276 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
277 participation in this transaction by any Federal department or agency. Individuals or companies listed in
278 the General Services Administration’s “Excluded Parties Listing System” will not be considered for
279 award of contract.

280
281 **Foreign Trade Restriction – 49 CFR Part 30:** The Bidder and Bidder’s subcontractors, by submission
282 of an offer and/or execution of a contract, is required to certify that it:

- 283
- 284 a. is not owned or controlled by one or more citizens of a foreign country included in the list of
285 countries that discriminate against U.S. firms published by the Office of the United States Trade
286 Representative (USTR);
 - 287
 - 288 b. has not knowingly entered into any contract or subcontract for this project with a person that is a
289 citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly
290 by one or more citizens or nationals of a foreign country on said list;
 - 291
 - 292 c. has not procured any product nor subcontracted for the supply of any product for use on the
293 project that is produced in a foreign country on said list.

294
295 **Buy American Certificate – Aviation Safety and Capacity Act of 1990:** This contract is subject to the
296 “Buy American Preferences” of the Aviation Safety and Capacity Act of 1990. Prospective Bidders are
297 required to

298
299 certify that steel and manufactured products have been produced in the United States and to clearly
300 identify those items produced or manufactured outside of the United States.

301
302 **Airport Job Special Provision:** “Notice to all potential bidders on federally funded airport construction
303 projects: As mandated by Executive Order 12818, issued by President George Bush on October 23, 1992,

304 a Job Special Provision will be inserted into and made part of every contract for federally funded airport
305 construction projects, awarded from this or future notices of lettings.”
306

307

308 **Additional Provisions:**

309 Modification to the project documents may only be made by written addendum by the Owner or Owner’s
310 authorized Representative.

311

312 The proposal must be made on the forms provided within the bound project manual. Bidders must supply
313 all required information prior to the time of bid opening.
314

2147 effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault
2148 of the Contractor, shall be excluded.

2149
2150 At the time of final payment, the contract time shall be increased in the same proportion as the cost of the
2151 actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such
2152 increase in the contract time shall not consider either cost of work or the extension of contract time that
2153 has been covered by a change order or supplemental agreement. Charges against the contract time will
2154 cease as of the date of final acceptance.

2155
2156 c. When the contract time is a specified completion date, it shall be the date on which all contract
2157 work shall be substantially completed.

2158
2159 If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the
2160 contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at
2161 any time prior to the expiration of the contract time as extended, make a written request to the Engineer
2162 for an extension of time setting forth the reasons which he believes will justify the granting of his/her
2163 request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be
2164 supported with National Weather Bureau data showing the actual amount of inclement weather exceeded
2165 which could normally be expected during the contract period. The Contractor's plea that insufficient time
2166 was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed
2167 because of conditions beyond the control and without the fault of the Contractor, he may extend the time
2168 for completion in such amount as the conditions justify. The extended time for completion shall then be
2169 in full force and effect, the same as though it were the original time for completion.

2170
2171 **80-08 FAILURE TO COMPLETE ON TIME.** For each calendar day or working day, as specified in
2172 the contract, that any work remains uncompleted after the contract time (including all extensions and
2173 adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF
2174 CONTRACT TIME of this Section), the sum specified in the contract and proposal as liquidated
2175 damages will be deducted from any money due or to become due the Contractor or his/her surety. Such
2176 deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable
2177 portion of damages including but not limited to additional engineering services that will be incurred by
2178 the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

2179

SCHEDULE I	LIQUIDATED DAMAGES COST	ALLOWED CONSTRUCTION TIME
Base Bid	\$750 per calendar day(s)	21 calendar day(s)
Add Alternate No. 1	\$750 per calendar day(s)	14 calendar day(s)

2180

2181 The maximum construction time for the overall project is 35 calendar day(s) if both the Base Bid and
2182 Add Alternate No. 1 are awarded.

2183

2184 Please see Sheet G004 of the Construction Drawings for more information on the scheduling/sequencing
2185 of work on all Schedule(s).

2186

2187 The Contractor shall refer to Special Provisions Part C, Item 18 for further Liquidated Damages if the
2188 Contractor fails to complete the project on time.

2189

2190 Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its
2191 completion, or after the date to which the time for completion may have been extended, will in no way
2192 operate as a waiver on the part of the Owner of any of its rights under the contract.

2193

MO-162 CHAIN-LINK FENCES

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence and gates in accordance with these specifications and the details shown on the plans or as directed by the engineer. The fencing materials shall conform to the requirements of the 2004 Missouri Standard Specifications for Highway Construction (MSSHC), Section 1043, Fence Material. **All construction methods, testing, and acceptance criteria shall be in accordance with the standards included within this Item MO-162.**

MATERIALS

162-2.1 FENCING MATERIALS. All material for chain-link fencing shall conform to the requirements of the 2004 (MSSHC), Section 1043.2, chain-link fence material. Chain link fence material shall be **9-gauge wire** for all fences and gates.

Prior to the use of materials, the contractor shall furnish manufacturer's certified test reports to the Engineer for those materials proposed for use during construction. The certified test reports shall include a statement that the materials meet the specification requirements.

All existing fence hardware removed from the old posts shall be reused as practical. With the exception of the new fence posts and associated concrete foundations, any new materials necessary to reattach the existing fence fabric and 3-strand barbed wire shall be considered incidental to the installation of the new fence posts.

162-2.2 CONCRETE. The concrete shall be proportioned, placed, and cured in accordance with Item MO-610, Structural Portland Cement Concrete.

162-2.3 PACKAGING AND MARKING. Packaging and marking of the material shall provide ease of handling, storage, and identification.

Each length of chain-link fabric, or barbed wire shall be tightly rolled and firmly tied. Each role shall carry a tag showing, as applicable to the product, the length, kind of base metal, type of coating, specified wire size, mesh size, design (style), height or width of fabric, and the producer name, brand or trademark of the manufacturer.

Each bundle or container of posts, hardware and fittings shall be marked with the name, brand or trademark of the Kmanufacturer, type of material (steel, cast iron, aluminum alloy number, etc.), type of coating and any additional data required for proper identification or to determine apparent conformance to specified quality requirements.

CONSTRUCTION METHODS

162-3.1 GENERAL. The fence shall be constructed in accordance with the details on the plans and as specified herein using new materials, and all work shall be performed in a workmanlike manner satisfactory to the Engineer. Prior to the beginning of the work or upon the request of the Engineer, the Engineer shall locate the position of the work by establishing and marking the

49 property line or fence line. When directed, the Contractor shall span the opening below the fence at
50 locations of small natural or drainage ditches where it is not practical to conform the fence to the
51 general contour of the ground surface according to the project details. The new fence shall be
52 permanently tied to the terminals of existing fences whenever required by the Engineer. The
53 finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail.

54
55 When directed, in order to keep stock on adjoining property enclosed at all times, the Contractor
56 shall arrange the work so that construction of the new fence will immediately follow the removal of
57 existing fences. The length of unfenced section at any time shall not exceed 300 feet or such length
58 that the stock can be kept in the proper field. The work shall progress in this manner and at the
59 close of the working day the newly constructed fence shall be tied to the existing fence. Any
60 openings in the fence shall be guarded when stock is using the adjoining property.

61
62 **162-3.2 CLEARING FENCE LINE.** Not applicable to this project.

63
64 **162-3.3 REMOVING EXISTING FENCES.** When shown on the plans or as directed by the
65 engineer, the existing fences, which coincide with or are in a position to interfere with the new fence
66 location, shall be removed by the Contractor as a part of the construction work unless such removal
67 is listed as a separate item in the bid schedule.

68
69 **162-3.4 INSTALLING POSTS.** The contractor shall fill, cut or trench where necessary to
70 produce a smooth and uniform ground surface so the bottom of the fabric is not less than 1 inch or
71 more than 3 inches above the finished ground line. All posts shall be set plumb, true to line and
72 grade. Terminal posts, defined as end, corner, pull or gate posts, shall be set in concrete. The
73 concrete footing shall be a uniform thickness around the post and shall have a cone or dome shaped
74 top.

75
76 Posts damaged during installation shall be removed and replaced at the contractor's expense. No
77 extra compensation will be made for rock excavation. Rock excavation shall not be ground for
78 extension of time..

79
80 **162-3.5 BRACING.** All corner, end, pull, and gate post bracing shall be reattached to the new
81 posts to the satisfaction of the Airport and Engineer.

82
83 **162-3.6 INSTALLING FABRIC.** Fabric shall not be attached to posts until the concrete
84 footings have cured for at least five days. Fabric shall be securely attached to end, corner, gate and
85 pull posts in accordance with manufacturer's recommendations. The fabric shall be attached to the
86 tension wire with hog rings spaced as shown on the plans. The fabric shall be attached to line posts
87 with wire ties or bands spaced in accordance with manufacturer's recommendations. All fabric shall
88 be taut before attaching to line posts or tension wire.

89
90 At locations of small natural swales or drainage ditches and where it is not practical to have the
91 fence conform to the general contour of the ground surface, longer posts may be used and multiple
92 strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance
93 between strands of barded wire shall be 6 inches or less.

94
95 **162-3.7 BARBED WIRE AND SUPPORT ARM.** If the chain-link fence is required to be
96 topped with barbed wire, the barbed wire support arm shall be at a 45-degree angle, \pm 5 degrees,

97 from the vertical plane of the fence line extended above the fence, and shall be fitted with clips, slots
 98 or other device for attaching three strands of barbed wire to the arm. The top strand shall be located
 99 12 inches horizontally from the fence line, \pm 3 inches, with the outer wires spaced uniformly
 100 between the top of the fence fabric and the top outside strand of barbed wire. The barbed wire arm
 101 shall be sufficient strength to withstand a weight of 250 pounds applied at the outer strand of
 102 barbed wire without causing any permanent deflection of the arm. Each strand of barbed wire shall
 103 be pulled taut to remove all sag before the strand is attached to the extension arm.

104
 105 **162-3.8 INSTALLING GATES.** Not applicable to this project.

106
 107 **162-3.9 ELECTRICAL GROUNDS.** All Base Bid fence posts shall be grounded. If Add
 108 Alternate No. 1 is awarded, 25 of the 50 terminal (pull) posts shall be grounded so that the fence is
 109 grounded approximately every 600 feet. The ground shall be accomplished with a copper clad rod 8
 110 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the
 111 ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such
 112 a manner that each element of the fence is grounded. Installation of ground rods shall not constitute
 113 a pay item and shall be considered incidental to fence construction.

114
 115 **162-3.10 CLEANING UP.** Upon completion of the work, the contractor shall remove
 116 construction tools, apparatus, equipment, unused materials and supplies, and personnel from the
 117 project site.

118 **METHOD OF MEASUREMENT**

119
 120
 121 **162-4.1** Measurement of the fence posts installed will be counted per fence post removed and
 122 replaced.

123 **BASIS OF PAYMENT**

124
 125
 126 **162-5.1** The accepted quantity of fence posts will be paid for at the contract unit price for each of
 127 the pay items included in the contract. No direct payment will be made for detaching the existing
 128 fabric and barbed wire, removal and disposal of existing fence posts, new concrete footings, post
 129 hole excavation, for excavation and embankment necessary to smooth the area under the fence, and
 130 for any materials and labor required to reattach the fence fabric and barbed wire and all other
 131 incidental work or material.

132
 133 Payment will be made under:

134	Item MO-162a	Remove and Replace Corner/End Post in Concrete Footing
135		-- per each
136		
137	Item MO-162b	Remove and Replace Terminal (Pull) Post in Concrete Footing
138		-- per each
139		
140		

141
 142 ****END OF ITEM MO-162****

ACKNOWLEDGEMENTS BY BIDDER

- 4703
- 4704
- 4705 a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established
- 4706 by the OWNER are an approximate estimate of the quantities required to fully complete the
- 4707 Project and that the estimated quantities are principally intended to serve as a basis for evaluation
- 4708 of bids. The BIDDER further acknowledges and accepts that payment under this contract will be
- 4709 made only for actual quantities and that quantities will vary in accordance with the General
- 4710 Provisions subsection entitled “Alteration of Work and Quantities”.
- 4711
- 4712 b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents
- 4713 identified within the General Provisions. The BIDDER further acknowledges that each the
- 4714 individual documents that comprise the Bid Documents are complementary to one another and
- 4715 together establishes the complete terms, conditions and obligations of the successful BIDDER.
- 4716
- 4717 c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in
- 4718 the form of a bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and
- 4719 accepts that refusal or failure to accept award and execute a contract within the terms and
- 4720 conditions established herein will result in forfeiture of the bid guaranty to the owner as a
- 4721 liquidated damage.
- 4722
- 4723 d. The BIDDER acknowledges and accepts the OWNER’S right to reject any or all bids.
- 4724
- 4725 e. The BIDDER acknowledges and accepts the OWNER’S right to hold all Proposals for purposes
- 4726 of review and evaluation and not issue a notice-of-award for a period not to exceed 90 calendar
- 4727 days from the stated date for receipt of bids.
- 4728
- 4729 f. The undersigned agrees that upon written notice of award of contract, he or she will execute the
- 4730 contract within thirty (30) days of the notice-of-award, and furthermore, and provide executed
- 4731 payment and performance bonds within fifteen (15) days from the date of contract execution. The
- 4732 undersigned accepts that failure to execute the contract and provide the required bonds within the
- 4733 stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- 4734
- 4735 g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to
- 4736 commence work within ten (10) calendar days of the date specified in the written “Notice-to-
- 4737 Proceed” as issued by the OWNER. The undersigned further agrees to complete the Project
- 4738 within 21 calendar days for the Base Bid and an additional 14 calendar days if Add Alternate No.
- 4739 1 is awarded, from the commencement date specified in the Notice-to-Proceed.
- 4740
- 4741 a. The undersigned acknowledges and accepts that for each and every Calendar day the project
- 4742 remains incomplete beyond the contract time of performance, the Contractor shall pay the non-
- 4743 penal amount of \$750 per Calendar day as a liquidated damage to the OWNER.
- 4744
- 4745 h. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will
- 4746 subcontract 0 percent of the dollar value of the prime contract to DBE firms or make good faith
- 4747 efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE
- 4748 clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the
- 4749 DBE Program adopted by MoDOT and the city in all contracts and subcontracts relating to this
- 4750 project. The undersigned will complete the DBE Participation information included herein, when
- 4751 a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal
- 4752 is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime
- 4753 contractor must perform at least thirty percent (30%) of the total contract value work with its own

5286 **FORM OF CONTRACT AGREEMENT**

5287 City of Kirksville

5288 State Block Grant Project No. 14-028A-4

5289
5290
5291 **THIS AGREEMENT**, made as of this _____ day of _____, 20____, is

5292
5293 **BY AND BETWEEN**

5294 the OWNER: Name: _____

5296 Address: _____

5298 City/State/Zip Code: _____

5299
5300
5301 And the CONTRACTOR: Name: _____

5302 Address: _____

5303 City/State/Zip Code: _____

5304
5305
5306
5307 **WITNESSETH:**

5308
5309 WHEREAS it is the intent of the Owner to make improvements at Kirksville Regional Airport
5310 generally described as follows:

5311
5312 Kirksville Regional Airport
5313 Schedule I - Rehabilitate Wildlife Perimeter Fence

5314
5315 hereinafter referred to as the Project.

5316
5317 NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and
5318 CONTRACTOR agree as follows:

5319
5320 **Article 1 – Work**

5321 It is hereby mutually agreed that for and in consideration of the payments as provided for herein
5322 to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary
5323 labor, equipment, and material and shall fully perform all necessary work to complete the Project
5324 in strict accordance with this Contract Agreement and the Contract Documents.

5325
5326 **Article 2 – Contract Documents**

5327 CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement,
5328 General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda,
5329 Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance
5330 Bond, Payment Bond, Wage Rate Determinations, Insurance certificates, documents
5331 incorporated by reference, documents incorporated by attachment, and all OWNER authorized
5332 change orders issued subsequent to the date of this agreement. All documents comprising the
5333 Contract Documents are complementary to one another and together establish the complete
5334 terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are

5335 incorporated by reference into the Contract Agreement as if fully rewritten herein or attached
5336 thereto.

5337

5338 **Article 3 – Contract Price**

5339 In consideration of the faithful performance and completion of the Work by the CONTRACTOR
5340 in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount
5341 equal to:

5342

5343

(Amount in Written Words)

5344

5345

5346

(Amount in Numerals)

5347

5348

5349 subject to the following;

5350

5351 **a.** Said amount is based on the schedule of prices and estimated quantities stated in
5352 CONTRACTOR’S Bid Proposal, which is attached to and made a part of this
5353 Agreement;

5354

5355 **b.** Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit
5356 prices multiplied by the associated estimated quantities;

5357

5358 **c.** CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed
5359 and that the determination of actual quantities is to be made by the OWNER’S
5360 ENGINEER;

5361

5362 **d.** Said amount is subject to modification for additions and deductions as provided for
5363 within the Contract General Provisions.

5364

5365 **Article 4 – Payment**

5366 Upon the completion of the work and its acceptance by the OWNER, all sums due the
5367 CONTRACTOR by reason of faithful performance of the work, taking into consideration
5368 additions to or deductions from the Contract price by reason of alterations or modifications of the
5369 original Contract or by reason of “Extra Work” authorized under this Contract, will be paid to
5370 the CONTRACTOR by the OWNER after said completion and acceptance.

5371

5372 The acceptance of final payment by the CONTRACTOR shall be considered as a release in full
5373 of all claims against the OWNER, arising out of, or by reason of, the work completed and
5374 materials furnished under this Contract.

5375

5376 OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set
5377 forth in the General Provisions. Progress payments shall be based on estimates prepared by the
5378 ENGINEER for the value of work performed and materials completed in place in accordance
5379 with the Contract Drawings and Specifications. Progress payments are subject to retainage
5380 requirements as set forth in the General Provisions.

5381

5382

5383 **Article 5 – Contract Time**

5384 The CONTRACTOR agrees to commence work within ten (10) calendar days of the date
5385 specified in the OWNER’S Notice-to-Proceed. CONTRACTOR further agrees to complete said
5386 work within 21 Calendar days of the commencement date stated within the Notice-to-Proceed for
5387 the Base Bid work. If Add Alternate No. 1 is awarded an additional 14 calendar days will be
5388 provided.
5389

5390 It is expressly understood and agreed that the stated Contract Time is reasonable for the
5391 completion of the Work, taking all factors into consideration. Furthermore, extensions of the
5392 Contract Time may only be permitted by execution of a formal modification to this Contract
5393 Agreement in accordance with the General Provisions and as approved by the OWNER.
5394

5395 **Article 6 – Liquidated Damages**

5396 The CONTRACTOR and OWNER understand and agree that time is of essence for completion
5397 of the Work and that the OWNER will suffer additional expense and financial loss if said Work
5398 is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and
5399 OWNER recognize and understand the difficulty, delay, and expense in establishing the exact
5400 amount of actual financial loss and additional expense. Accordingly, in place of requiring such
5401 proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-
5402 penal sum of \$750 per day for each calendar day required in excess of the authorized Contract
5403 Time.
5404

5405 Furthermore, the CONTRACTOR understands and agrees that;

- 5406
- 5407 a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the
5408 amount of said liquidated damages;
 - 5409
 - 5410 b. the OWNER has the right to recover the amount of said liquidated damages from the
5411 CONTRACTOR, SURETY or both.
5412

5413 **Article 7 – CONTRACTOR’S Representations**

5414 The CONTRACTOR understands and agrees that all representations made by the
5415 CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten
5416 herein.
5417

5418 **Article 8 – CONTRACTOR’S Certifications**

5419 The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR
5420 within the Proposal shall apply under this Agreement as if fully rewritten herein. The
5421 CONTRACTOR further certifies the following;

- 5422
- 5423 a. **Certification of Eligibility** (29 CFR Part 5.5)
 - 5424 i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor
5425 any person or firm who has an interest in the CONTRACTOR’S firm is a person or
5426 firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the
5427 Davis-Bacon Act or 29 CFR 5.12(a)(1);
5428

5429 ii. No part of this contract shall be subcontracted to any person or firm ineligible for
5430 award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or
5431 29 CFR 5.12(a)(1);

5432
5433 iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18
5434 U.S.C.

5435
5436 **b. Certification of Non-Segregated Facilities** (41 CFR Part 60-1.8)

5437
5438 The federally-assisted construction CONTRACTOR, certifies that it does not maintain or
5439 provide, for its employees, any segregated facilities at any of its establishments and that it
5440 does not permit its employees to perform their services at any location, under its control,
5441 where segregated facilities are maintained. The BIDDER certifies that it will not maintain
5442 or provide, for its employees, segregated facilities at any of its establishments and that it
5443 will not permit its employees to perform their services at any location under its control
5444 where segregated facilities are maintained. The Bidder agrees that a breach of this
5445 certification is a violation of the Equal Opportunity Clause, which is to be incorporated in
5446 the contract.

5447
5448 As used in this certification, the term "segregated facilities" means any waiting rooms,
5449 work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks,
5450 locker rooms and other storage or dressing areas, parking lots, drinking fountains,
5451 recreation or entertainment areas, transportation, and housing facilities provided for
5452 employees which are segregated on the basis of race, color, religion, or national origin
5453 because of habit, local custom, or any other reason. The Bidder agrees that (except where
5454 it has obtained identical certifications from proposed subcontractors for specific time
5455 periods) it will obtain identical certifications from proposed subcontractors prior to the
5456 award of subcontracts exceeding \$10,000 which are not exempt from the provisions of
5457 the Equal Opportunity Clause and that it will retain such certifications in its files.

5458
5459 **Article 9 – Miscellaneous**

5460 a. CONTRACTOR understands that it shall be solely responsible for the means,
5461 methods, techniques, sequences and procedures of construction in connection with
5462 completion of the Work;

5463
5464 b. CONTRACTOR understands and agrees that it shall not accomplish any work or
5465 furnish any materials that are not covered or authorized by the Contract Documents
5466 unless authorized in writing by the OWNER or ENGINEER;

5467
5468 c. The rights of each party under this Agreement shall not be assigned or transferred to
5469 any other person, entity, firm or corporation without prior written consent of both
5470 parties;

5471
5472 d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and
5473 legal representatives to the other party in respect to all covenants, agreements, and
5474 obligations contained in the Contract Documents.

5477 **Article 10 – OWNER’S Representative**

5478 The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

5479

5480 **Jviation, Inc.**
5481 **900 S. Broadway, Suite 350**
5482 **Denver, CO 80209**

5483

5484 Said ENGINEER will act as the OWNER’S representative and shall assume all rights and
5485 authority assigned to the ENGINEER as stated within the Contract Documents in connection
5486 with the completion of the Project Work.

5487

5488 IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this
5489 Agreement on the day and year first noted herein.

5490

5491 **OWNER**

CONTRACTOR

5492

5493 Name: _____

Name: _____

5494

5495 Address: _____

Address: _____

5496

5497 _____

5498

By: _____

By: _____

Signature

Signature

5500

Title of Representative

Title of Representative

5501

5502

5503 ATTEST:

ATTEST

5504

By: _____

By: _____

Signature

Signature

5505

Title

Title

5506

