

**LAWRENCE SMITH MEMORIAL AIRPORT (LRY)
HARRISONVILLE, MISSOURI**

MoDOT PROJECT NO. 21-110C-2 / AIR 216-110C-1

**Reconstruct Runway 17-35 (4,000' x 75'), Runway 35 Turnaround,
and Apron Connecting Taxiways**

ADDENDUM NO. 1

May 23rd, 2023

TO ALL PROSPECTIVE BIDDERS:

A. You are hereby notified of the following amendments to the Contract Documents / Specifications for the subject project.

1. Section 1, Notice To Bidders. The DBE goal of 9.0% has been received and is included within this section.

Revised Section 1, Notice to Bidders is included with this addendum for reference.

2. Proposal Form. The DBE goal of 9.0% has been received and is included within this section.

Revised Proposal Form is included with this addendum for reference.

B. You are hereby notified of the following amendments to the Official Bid Form for the subject project. The Official Bid Form, specifically Page 4 has been revised to include the DBE goal of 9.0% for the project. Revised Official Bid Form Page 4 only is included with this addendum and shall be used for submitting a bid.

C. All bidders must acknowledge receipt of this addendum in the space provided on page PF-5 of the Proposal Form within the Official Bid Form packet. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.



**SECTION 1
NOTICE TO BIDDERS**

**CITY OF HARRISONVILLE, MISSOURI
LAWRENCE SMITH MEMORIAL AIRPORT (LRY)
State Block Grant Project No. 21-110C-2 / AIR 216-110C-1**

Sealed bids subject to the conditions and provisions presented herein will be received until **2:00 P.M. (CDT), Tuesday, June 20th, 2023**, and then publicly opened and read at **City Hall, 300 E. Pearl Street, Harrisonville, MO 64701**, for furnishing all labor, materials, equipment and performing all work necessary to:

**Reconstruct Runway 17-35 (4,000' x 75'), Runway 35 Turnaround,
and Apron Connecting Taxiways**

A **virtual** bid opening is available for all prospective bidders who do not wish to attend the bid opening in-person. The virtual bid opening will be held **via Microsoft Teams**. You are not required to have Microsoft Teams to attend the virtual bid opening as you are able to access the meeting via the online Microsoft Teams program. To receive an invitation to the virtual bid opening, contact **Ryan Munk** with Lochner at rmunk@hwlochner.com.

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

**City of Harrisonville
300 E. Pearl Street
Harrisonville, MO, 64701**

**Lochner
16105 W. 113th Street, Suite 107
Lenexa, KS 66219**

Drawings, specifications, official bid form, and other related contract information may be ordered online at www.drexeltech.com or by contacting Drexel Technologies, Inc. at 10840 W. 86th Street, Lenexa, KS 66214, phone (913) 371-4430. Checks shall be made payable to (Drexel Technologies) and mailing costs are the responsibility of the purchaser. Drawings, specifications, official bid form, and addenda, and a plan holders list are available at www.drexeltech.com by clicking on "Enter Plan Room."

A prebid conference for this project will be held at **11:00 A.M. (CDT), Thursday, June 1st, 2023**, at the **Lawrence Smith Memorial Airport Terminal Building, 27503 Missouri Highway 7, Harrisonville, MO 64701**. Following the prebid conference, prospective bidders will have the opportunity to tour the project site. This is the only time prospective bidders will have to tour the project site. For tours outside of this time, you must schedule your visit with Michael Newman, Airport Manager. You can contact Michael via phone at (660) 422-2090.

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

ITEM NO.	SPEC.	ITEM DESCRIPTION	QTY.	UNIT
MoDOT PROJECT NO. 21-110C-2 / AIR 216-110C-1				
RECONSTRUCT RUNWAY 17-35 (4,000' x 75'), RUNWAY 35 TURNAROUND, AND APRON CONNECTING TAXIWAYS				
1	C-100	Contractor Quality Control Program (CQCP)	1	L.S.
2	C-102	Erosion Control Barrier (Silt Fence)	4,960	L.F.
3	C-102	Erosion Control Barrier (Straw Wattle)	400	L.F.
4	C-105	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.
5	TEMP	Temporary Marking, Lighting, and Barricades (Phase 1)	1	L.S.
6	TEMP	Temporary Marking, Lighting, and Barricades (Phase 2-3)	1	L.S.
7	P-101	Remove Existing Asphalt Pavement and Aggregate Base	36,054	S.Y.

ITEM NO.	SPEC.	ITEM DESCRIPTION	QTY.	UNIT
8	P-101	Saw Cut (Full Depth)	70	L.F.
9	P-101	Remove Existing Drainage Pipe	84	L.F.
10	P-101	Remove Existing Underdrain System	1	L.S.
11	P-101	Remove Existing Lighting System and NAVAIDS	1	L.S.
12	P-151	Tree Clearing and Grubbing	8.1	Acre
13	P-151	Individual Tree Removal	2	Each
14	P-152	Unclassified Excavation	39,915	C.Y.
15	P-152	Unsuitable Subgrade Removal and Replacement	2,700	C.Y.
16	P-155, P-156, or P-158	Treated Subgrade (12")	38,363	S.Y.
17	P-207, P-208, P-209, or P-219	Aggregate Base Course (6")	38,363	S.Y.
18	P-501	P.C.C.Pavement (6")	36,303	S.Y.
19	P-620	Surface Preparation, Pavement Marking Removal	60	S.F.
20	P-620	Permanent Reflectorized Pavement Marking (White) (Solid)	13,452	S.F.
21	P-620	Permanent Reflectorized Pavement Marking (White) (Striated)	4,444	S.F.
22	P-620	Permanent Reflectorized Pavement Marking (Yellow)	972	S.F.
23	P-620	Permanent Non-Reflectorized Pavement Marking (Black)	5,630	S.F.
24	P-620	Temporary Non-Reflectorized Pavement Marking (White) (Solid)	13,452	S.F.
25	P-620	Temporary Non-Reflectorized Pavement Marking (White) (Striated)	4,444	S.F.
26	P-620	Temporary Non-Reflectorized Pavement Marking (Yellow)	972	S.F.
27	D-701	24" Drainage Pipe	130	L.F.
28	D-701	24" RCP End Section	2	Each
29	D-705	Perforated Underdrain (4")	8,708	L.F.
30	D-705	Non-Perforated Outlet Pipe (4")	847	L.F.
31	D-705	Underdrain Cleanout Riser	20	Each
32	D-705	Splash Pad	20	Each
33	TREC	Erosion Control Blanket, Type 2C	62,784	S.Y.
34	PTM	Permanent Transition Mat	96	S.F.
35	T-901	Permanent Seeding	33.8	Acre
36	T-901	Temporary Seeding	33.8	Acre
37	T-905	Placement of Topsoil (Obtained on Site)	1	L.S.
38	T-908	Hydro-Mulch	20.8	Acre
39	L-107	Remove Existing Wind Cone, Foundation, and Segmented Circle	1	L.S.
40	L-107	Furnish and Install Airport L-807 (LED), Style 1-B, Size 2, Wind Cone	1	Each

ITEM NO.	SPEC.	ITEM DESCRIPTION	QTY.	UNIT
41	L-107	Furnish and Install Segmented Circle Markers	1	L.S.
42	L-108	Install Cable in Duct (1/c, #8 AWG, 5 kV, L-824C)	11,885	L.F.
43	L-108	Install Cable in Duct (1/c, #6 AWG, 600V, L-824C)	10,800	L.F.
44	L-108	Install Cable in Duct (1/c, #6 AWG, 600V, L-824C Ground)	4,710	L.F.
45	L-108	Bare Counterpoise Wire (#6 AWG)	10,506	L.F.
46	L-109	Furnish and Install 7.5 kW Constant Current Regulator	1	Each
47	L-109	Controls and Vault Modifications	1	L.S.
48	L-110	1" Electrical Duct and Trench	14,217	L.F.
49	L-110	2" Electrical Duct and Trench	640	L.F.
50	L-110	1-2" PVC, Schedule 40, Concrete Encased Electrical Duct	266	L.F.
51	L-110	1" PVC, Schedule 80, Bore Duct Under Pavement	107	L.F.
52	L-110	2" PVC, Schedule 80, Bore Duct Under Pavement	54	L.F.
53	L-115	L-867 Junction Box	15	Each
54	L-125	Furnish and Install M.I.R.L. (LED), Base Mounted (Red/Green Lens),with Arctic Option	16	Each
55	L-125	Furnish and Install M.I.R.L. (LED), Base Mounted (Clear/Yellow Lens), with Arctic Option	40	Each
56	L-125	Furnish and Install M.I.T.L. (LED), Base Mounted (Blue Lens), with Arctic Option	46	Each
57	L-125	Furnish M.I.R.L. (LED) (Red/Green Lens), with Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate)	2	Each
58	L-125	Furnish M.I.R.L. (LED) (Clear/Yellow Lens), with Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate)	4	Each
59	L-125	Furnish M.I.T.L. (LED) (Blue Lens), with Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate)	5	Each
60	L-125	Furnish and Install 1 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	2	Each
61	L-125	Furnish and Install 2 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	1	Each
62	L-125	Furnish and Install L-849 (L) REIL System and Foundations	2	Each
63	L-125	Furnish and Install L-881 (L) 2-Box PAPI System and Foundations	2	Each

Contract Time. The owner has established a contract performance time of **forty (40) calendar days from the date of Notice-to-Proceed No. 1 for tree clearing during Phase 1.** The owner has established a contract performance time **from the date of Notice-to-Proceed No. 2 for the reconstruction of Runway 17-35 of one hundred eighty (180) calendar days for Phase 2 and two (2) calendar days for Phase 3.** **Shifting of contract time between phases will not be permitted.** 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 certified check or cashier's check on any bank or trust company insured by the Federal Deposit Insurance Corporation, payable to the **City of Harrisonville, Missouri**, for not less than five (5) percent of the total amount of the bid, or by a bid bond secured by an approved surety or sureties, payable to the owner, 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. All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **City of Harrisonville, Missouri** for a period not to exceed **one hundred twenty (120)** calendar days from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible for the following scenarios:

Reconstruct Runway 17-35 (4,000' x 75'), Runway 35 Turnaround and Apron Connecting Taxiways

The owner reserves the right to select any one of the combinations of the base bid(s) and alternate bid(s), which in the judgment of the owner, best serves the owner's interest. The right is reserved, as the **City of Harrisonville, Missouri** may require, to reject any bid and all bids.

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

Notice-To-Proceed

It is the intent of the Owner to issue the Notice-To-Proceed (NTP) as soon as practical after the Award of Contract. The anticipated early NTP No. 1 date for tree clearing during Phase 1 is **November 2023** and the anticipated late NTP No. 1 date for tree clearing during Phase 1 is **December 2023**. The anticipated early NTP No. 2 date for Runway 17-35 reconstruction during Phases 2 and 3 is **April 2024** and the anticipated late NTP No. 2 date for Runway 17-35 reconstruction during Phases 2 and 3 is **June 2024**.

Federal Provisions. This project is subject to the following Federal provisions, statutes and regulations:

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

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

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **12.7% (Cass County)**
Goals for female participation in each trade: **6.9%.**

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the **Lawrence Smith Memorial Airport, City of Harrisonville, Cass County, Missouri.**

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

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

Disadvantaged Business Enterprise – 49 CFR Part 26: The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MoDOT and the City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals regardless of their business size or ownership. Awards of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders, including those who qualify as a DBE. The owner's award of this contract is condition upon the bidder satisfying the good faith effort requirements of 49 CFR §26.53. A DBE contract goal of **9.0% (Added per Addendum No. 1)** percent has been established for this contract. The non-DBE bidder shall subcontract **9.0% (Added per Addendum No. 1)** percent of the dollar value of the base bid(s), excluding any additive alternates, to disadvantaged business enterprises (DBE) or make good faith efforts to meet the DBE contract goal. The bidder and any subcontractor who qualifies as a DBE who subcontracts work to another non-DBE firm must subtract the amount of the non-DBE contract from the total DBE work counted toward the goal, as defined in 49 CFR Part 26.55.

The apparent successful competitor will be required to submit the following information as a condition of bid responsiveness: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written statement from bidder that attests their commitment to use the DBE firm(s) listed under (1) above to meet the owner's project goal; and (5) if the contract goal is not met, evidence of good faith efforts undertaken by the bidder, as described in Appendix A to 49 CFR Part 26.

The apparent successful competitor must provide written confirmation of participation from each of the DBE firms listed in their commitment with the proposal documents as a condition of bid responsiveness.

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

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

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29: The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

Buy American Certificate – Aviation Safety and Capacity Act of 1990: This contract is subject to the "Buy American Preferences" of the Aviation Safety and Capacity Act of 1990. Prospective Bidders are required to certify that steel and manufactured products have been produced in the United States and to clearly identify those items produced or manufactured outside of the United States.

Additional Provisions:

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

The proposal must be made on the **Official Bid Form provided separate from the bound project manual**. Bidders must supply all required information prior to the time of bid opening.

PROPOSAL FORM
CITY OF HARRISONVILLE, MISSOURI
LAWRENCE SMITH MEMORIAL AIRPORT (LRY)
State Block Grant Project No. 21-110C-2 / AIR 216-110C-1

TO: City Engineer, City of Harrisonville, Missouri

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

**Reconstruct Runway 17-35 (4,000' x 75), Runway 35 Turnaround,
and Apron Connecting Taxiways**

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 ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
RECONSTRUCT RUNWAY 17-35 (4,000' x 75'), RUNWAY 35 TURNAROUND, AND APRON CONNECTING TAXIWAYS							
1	C-100	Contractor Quality Control Program (CQCP)	1 L.S.				
2	C-102	Erosion Control Barrier (Silt Fence)	4,960 L.F.				
3	C-102	Erosion Control Barrier (Straw Wattle)	400 L.F.				
4	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.				
5	TEMP	Temporary Marking, Lighting, and Barricades (Phase 1)	1 L.S.				
6	TEMP	Temporary Marking, Lighting, and Barricades (Phase 2-3)	1 L.S.				
7	P-101	Remove Existing Asphalt Pavement and Aggregate Base	36,054 S.Y.				
8	P-101	Saw Cut (Full Depth)	70 L.F.				
9	P-101	Remove Existing Drainage Pipe	84 L.F.				
10	P-101	Remove Existing Underdrain System	1 L.S.				
11	P-101	Remove Existing Lighting System and NAVAIDS	1 L.S.				
12	P-151	Tree Clearing and Grubbing	8.1 Acre				
13	P-151	Individual Tree Removal	2 Each				
14	P-152	Unclassified Excavation	39,915 C.Y.				
15	P-152	Unsuitable Subgrade Removal and Replacement	2,700 C.Y.				
16	P-155, P-156, or P-158	Treated Subgrade (12")	38,363 S.Y.				

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
17	P-207, P-208, P-209, or P-219	Aggregate Base Course (6")	38,363 S.Y.				
18	P-501	P.C.C.Pavement (6")	36,303 S.Y.				
19	P-620	Surface Preparation, Pavement Marking Removal	60 S.F.				
20	P-620	Permanent Reflectorized Pavement Marking (White) (Solid)	13,452 S.F.				
21	P-620	Permanent Reflectorized Pavement Marking (White) (Striated)	4,444 S.F.				
22	P-620	Permanent Reflectorized Pavement Marking (Yellow)	972 S.F.				
23	P-620	Permanent Non-Reflectorized Pavement Marking (Black)	5,630 S.F.				
24	P-620	Temporary Non-Reflectorized Pavement Marking (White) (Solid)	13,452 S.F.				
25	P-620	Temporary Non-Reflectorized Pavement Marking (White) (Striated)	4,444 S.F.				
26	P-620	Temporary Non-Reflectorized Pavement Marking (Yellow)	972 S.F.				
27	D-701	24" Drainage Pipe	130 L.F.				
28	D-701	24" RCP End Section	2 Each				
29	D-705	Perforated Underdrain (4")	8,708 L.F.				
30	D-705	Non-Perforated Outlet Pipe (4")	847 L.F.				
31	D-705	Underdrain Cleanout Riser	20 Each				
32	D-705	Splash Pad	20 Each				
33	TREC	Erosion Control Blanket, Type 2C	62,784 S.Y.				
34	PTM	Permanent Transition Mat	96 S.F.				
35	T-901	Permanent Seeding	33.8 Acre				
36	T-901	Temporary Seeding	33.8 Acre				
37	T-905	Placement of Topsoil (Obtained on Site)	1 L.S.				
38	T-908	Hydro-Mulch	20.8 Acre				
39	L-107	Remove Existing Wind Cone, Foundation, and Segmented Circle	1 L.S.				
40	L-107	Furnish and Install Airport L-807 (LED), Style I-B, Size 2, Wind Cone	1 Each				
41	L-107	Furnish and Install Segmented Circle Markers	1 L.S.				
42	L-108	Install Cable in Duct (1/c, #8 AWG, 5 kV, L-824C)	11,885 L.F.				

BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX . QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
43	L-108	Install Cable in Duct (1/c, #6 AWG, 600V, L-824C)	10,800 L.F.				
44	L-108	Install Cable in Duct (1/c, #6 AWG, 600V, L-824C Ground)	4,710 L.F.				
45	L-108	Bare Counterpoise Wire (#6 AWG)	10,506 L.F.				
46	L-109	Furnish and Install 7.5 kW Constant Current Regulator	1 Each				
47	L-109	Controls and Vault Modifications	1 L.S.				
48	L-110	1" Electrical Duct and Trench	14,217 L.F.				
49	L-110	2" Electrical Duct and Trench	640 L.F.				
50	L-110	1-2" PVC, Schedule 40, Concrete Encased Electrical Duct	266 L.F.				
51	L-110	1" PVC, Schedule 80, Bore Duct Under Pavement	107 L.F.				
52	L-110	2" PVC, Schedule 80, Bore Duct Under Pavement	54 L.F.				
53	L-115	L-867 Junction Box	15 Each				
54	L-125	Furnish and Install M.I.R.L. (LED), Base Mounted (Red/Green Lens),with Arctic Option	16 Each				
55	L-125	Furnish and Install M.I.R.L. (LED), Base Mounted (Clear/Yellow Lens), with Arctic Option	40 Each				
56	L-125	Furnish and Install M.I.T.L. (LED), Base Mounted (Blue Lens), with Arctic Option	46 Each				
57	L-125	Furnish M.I.R.L. (LED) (Red/Green Lens), with Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate)	2 Each				
58	L-125	Furnish M.I.R.L. (LED) (Clear/Yellow Lens), with Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate)	4 Each				
59	L-125	Furnish M.I.T.L. (LED) (Blue Lens), with Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate)	5 Each				
60	L-125	Furnish and Install 1 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	2 Each				
61	L-125	Furnish and Install 2 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	1 Each				
62	L-125	Furnish and Install L-849 (L) REIL System and Foundations	2 Each				
63	L-125	Furnish and Install L-881 (L) 2-Box PAPI System and Foundations	2 Each				
CONSTRUCTION TOTAL							

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 **one hundred twenty (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 **forty (40) calendar days from the date of Notice-to-Proceed No. 1 for tree clearing during Phase 1**. The undersigned further agrees to complete the Project within **one hundred eighty (180) calendar days for Phase 2 and two (2) calendar days for Phase 3 from the date of Notice-to-Proceed No. 2 for the reconstruction of Runway 17-35**. **Shifting of contract time between phases will not be permitted**. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual.
- 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 **one thousand seven hundred dollars (\$1,700)** 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 **9.0% (Added per Addendum No. 1)** 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 Sponsor 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 Davis-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:

- a. The BIDDER has read and thoroughly examined the bid documents, including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves with 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.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. 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.
- g. 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.
- h. 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. **Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)**
The 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 (U.S.T.R.);
 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 an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

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

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. 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
3. 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 it is not a firm from a foreign country 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 an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

c. 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.

d. 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 of Offeror/Bidder Regarding Debarment and Suspension, above;
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:

There are two types of Buy American certifications.

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

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

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

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

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination which may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

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

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

- d) Detailed cost information for total project using U.S. domestic product.
- e) 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

h. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statutes of Missouri)

For all contracts where the total bid amount is in excess of \$50,000 (local match in excess of \$5,000), the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of \$50,000, certifies that it:

- 1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
- 2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**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 empowered to act officially and properly on behalf of this business entity.
(title) (business name)

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 DBEs 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.

Trucking 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
IN THE ORIGINAL BOUND PROJECT MANUAL.**

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

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 **one hundred twenty (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 **forty (40) calendar days from the date of Notice-to-Proceed No. 1 for tree clearing during Phase 1**. The undersigned further agrees to complete the Project within **one hundred eighty (180) calendar days for Phase 2 and two (2) calendar days for Phase 3 from the date of Notice-to-Proceed No. 2 for the reconstruction of Runway 17-35**. **Shifting of contract time between phases will not be permitted**. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual.
- 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 **one thousand seven hundred dollars (\$1,700)** 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 **9.0% (Added per Addendum No. 1)** 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 Sponsor 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.