

CONTRACT DOCUMENTS

Schedule I

Acquire Snow Removal Equipment

MoDOT Project No. 23-113P-1

Creve Coeur Airport

Creve Coeur, Missouri

Sponsored By:
Creve Coeur Airport Improvement Corporation
Federal Aviation Administration
Missouri Department of Transportation

Issued for Bid
April 30, 2024

REQUEST FOR BIDS/INVITATION FOR BIDS

Creve Coeur Airport St. Louis, MO State Block Grant Project No. 23-113P-1

Sealed bids will be received until 2:00 PM (CST), Tuesday, May 28, 2024, and then publicly opened and read by the Creve Coeur Airport Improvement Corporation at 14301 Creve Coeur Airport Rd, St. Louis, MO 63146, for furnishing all labor, materials and equipment and performing all work necessary to

Schedule I - Acquire Snow Removal Equipment

Contract Documents. The complete set of Specifications and Contract Documents can be downloaded from [Insert Consulting Firm Name]'s bid site ([Insert bid site URI]), beginning on April 30, 2024. In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. To view all planholder documents (contract documents, plans and addendums) you must fill out the online form located at ([Insert website address]). By filling out and submitting this form, you agree to be publicly listed on the bid site with your contact information as a planholder for all projects requested. **It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal. This includes review for environmental changes. Environmental changes during construction could take up to four weeks for approval.** For additional information, please contact us via email at [Insert email address].

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

Pre-Bid Conference. The pre-bid conference for this project will be held on Tuesday, May 14, 2024 at 2:00 PM (CST), via Conference Call. **The link to the pre-bid conference will be provided by addendum.** All bidders are required to become familiar with all equipment requirements prior to submitting their bid.

Bid Conditions. The bidder is required to provide all information as required within the Contract Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in the Instructions to Bidders.

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to Creve Coeur Airport Improvement Corporation.

Bids may be held by Creve Coeur Airport Improvement Corporation for a period not to exceed 30 calendar days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as Creve Coeur Airport Improvement Corporation may require, to reject any and all bids and to waive any informality in the bids received.

This project is expected to meet a July 30, 2024 Completion Date.

Title VI Solicitation Notice: The Creve Coeur Airport Improvement Corporation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color,

national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

DBE Requirement. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Creve Coeur Airport Improvement Corporation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contractor shall provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers that were used on the project through race neutral means.

FAA Buy American Preference. The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

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

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

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

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

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

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

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

Certification of Offeror/Bidder Regarding Debarment. 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.

Other Federal Provisions. Award of contract is also subject to the following Federal Provisions:

- Civil Rights – Title VI Assurances
- Lobbying Federal Employees
- Government wide Debarment and Suspension
- Recovered Materials
- Other Federal Provisions included in Part A of the Special Provisions

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SECTION 1
NOTICE TO BIDDERS

Creve Coeur Airport
St. Louis, MO
State Block Grant Project No. 23-113P-1

Sealed bids subject to the conditions and provisions presented herein will be received until 2:00 PM (CST), Tuesday, May 28, 2024, and then publicly opened and read at 14301 Creve Coeur Airport Rd, St. Louis, MO 63146, for furnishing all labor, materials, equipment and performing all work necessary to

Schedule I - Acquire Snow Removal Equipment

Contract Documents. The complete set of Specifications and Contract Documents can be downloaded from [Insert Consulting Firm Name]'s bid site ([Insert bid site URL]), beginning on April 30, 2024. In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. To view all planholder documents (contract documents, plans and addendums) you must fill out the online form located at ([Insert website address]). By filling out and submitting this form, you agree to be publicly listed on the bid site with your contact information as a planholder for all projects requested. **It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal. This includes review for environmental changes. Environmental changes during construction could take up to four weeks for approval.** For additional information, please contact us via email at [Insert email address].

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

Pre-Bid Conference. The pre-bid conference for this project will be held on Tuesday, May 14, 2024 at 2:00 PM (CST), via Conference Call. **The link to the pre-bid conference will be provided by addendum.** All bidders are required to become familiar with all equipment requirements prior to submitting their bid.

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.	Item Description	Unit	Schedule I
			ESTIMATE
SRE-100a	SRE Carrier Vehicle	LS	1
SRE-100b	Vehicle-Mounted Airport Runway Broom	LS	1
SRE-100c	Vehicle-Mounted Snow Plow	LS	1

Contract Time. The owner has established a completion date of July 30, 2024. However, if the notice to proceed is delayed beyond XXX X, 2024, an equivalent number of days past XXX X, 2024 will be added to the completion date. 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 Owner, 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 Creve Coeur Airport Improvement Corporation, for not less than five (5) percent of the total amount of the bid.

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

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

- a. In addition to other factors, bid offers will be evaluated on the basis of advantages and disadvantages to the Owner that might result from offers received.
- b. The Owner reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer. Bids may be held by the owner for a period not to exceed 90 calendar days from the date of the bid opening for the purpose of conducting the bid evaluation.
- c. Total bid will be evaluated and awarded as follows: It is the Owner's intent to award this bid based on the **TOTAL BASE BID FOR ALL ITEMS, split awards will not be made.**
- d. The Owner will determine which Schedules and/or Bid Alternates will be awarded based on the received bid prices and available funding. The project award will be based on the low bid sum of the Schedules and Bid Alternates awarded by the Owner. Not all Schedules and/or Bid Alternates may be awarded. A combination of Schedules and Bid Alternates may be awarded, including only a single Schedule. The numbering of the Schedules or Bid Alternates does not necessarily indicate the order of award.
- e. The project award is contingent on the availability of funding.

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

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 **Creve Coeur Airport Improvement Corporation** 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 **0** percent has been established for this contract. The non-DBE bidder shall subcontract **0** 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.

Debarment, Suspension, Ineligibility and Voluntary Exclusion – Title 2 CFR Part 180 (Subpart C) Title 2, CFR Part 1200: 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: By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror--

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

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 forms provided within the bound project manual. Bidders must supply all required information prior to the time of bid opening.

Additional Federal provisions can be found in Section 4 of this document.

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SECTION 2

INSTRUCTIONS TO BIDDERS

This section contains excerpts of the bidding requirements from Section 20 of the General Provisions. The bidder's attention is directed to Section 20 for complete details.

1. THE EXECUTED PROPOSAL FORM MUST BE SUBMITTED WITH EACH PAGE FROM SECTION B-1 THROUGH B-40. EACH FORM MUST BE COMPLETELY FILLED OUT.

2. The apparent low bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the owner with the bid proposal in accordance with Section 20-02 of the General Provisions. In addition, the resumes of all key personnel shall be provided with the bid proposal detailing experience on similar airfield construction projects.

3. Each bidder shall certify in the Proposal Form at the time of bid submittal that they acknowledge receipt of all issued addenda.

4. 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 owner, for not less than five (5) percent of the amount of the bid, or by a bid bond secured by an approved surety or sureties (licensed to conduct surety business in the state of Missouri), payable to the owner, for not less than five (5) percent of the amount of the bid.

5. Proposals shall be sent to arrive at the time and date specified in Section 1, Notice to Bidders. Proposals received after the specified time and date will not receive consideration and will be returned unopened. Prior to submittal, the proposal shall be placed in a sealed opaque envelope and addressed to:

14301 Creve Coeur Airport Rd, St. Louis, MO 63146

The upper left hand corner of the envelope should be marked as follows:

Sealed Bid Proposal
Bid of NAME OF BIDDER
For construction improvements at Creve Coeur Airport
State Block Grant Project No.: 23-113P-1
To be opened at: 2:00 PM (CST), Tuesday, May 28, 2024

For a modification to a previously submitted proposal, insert "Modification to Proposal" in place of "Sealed Bid Proposal".

6. The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner. Causes for rejection of proposals include but are not limited to:

- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory bid guarantee;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by Bidder to complete the applicable Buy American Certification;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;

- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder as an Excluded Party in the System for Award Management;
- Evidence of collusion among bidders.

7. Construction and building materials sold to the contractors and subcontractors for use on public works owned by Creve Coeur Airport Improvement Corporation are exempt from State Sales and Use Taxes. However, such materials will be subject to any Sales and Use Taxes imposed by local cities and counties. This change in the State Tax Law has no effect of Sales and Use Taxes imposed by other local taxing authorities. Contractor shall provide proof of exemption prior to commencing work.

SECTION 3

PART 1 – GENERAL CONTRACT PROVISIONS

SECTION 10	DEFINITION OF TERMS
SECTION 20	PROPOSAL REQUIREMENTS AND CONDITIONS
SECTION 30	AWARD AND EXECUTION OF CONTRACT
SECTION 40	SCOPE OF WORK
SECTION 50	CONTROL OF WORK
SECTION 60	CONTROL OF MATERIALS
SECTION 70	LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC
SECTION 80	PROSECUTION AND PROGRESS
SECTION 90	MEASUREMENT OF PAYMENT

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SECTION 10 DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis

Paragraph Number	Term	Definition
		of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

Paragraph Number	Term	Definition
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

Paragraph Number	Term	Definition
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Creve Coeur Airport Improvement Corporation.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner’s responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor’s responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer’s, Owner’s, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials

Paragraph Number	Term	Definition
		furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

Paragraph Number	Term	Definition
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). This project has been advertised on the following dates:

St. Louis Post-Dispatch: April 30, 2024

MoDOT's

LPA

Website

(http://www.modot.org/business/contractor_resources/bid_opening_info/advertisement.htm): April 30, 2024,

: April 30, 2024,

20-02 QUALIFICATION OF BIDDERS. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09, *IRREGULAR PROPOSALS*.

A pre-bid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; and Quality Control/Quality Assurance requirements. The pre-bid conference for this project will be held on Tuesday, May 14, 2024 at 2:00 PM (CST), via Conference Call. **The link to the pre-bid conference will be provided by addendum.** All bidders are required to become familiar with all equipment requirements prior to submitting their bid.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the Section 40, paragraph 40-02, *ALTERATION OF WORK AND QUANTITIES*, without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract and specifications.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral shall be made payable to the Owner.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the paragraph 20-04, *ISSUANCE OF PROPOSAL FORMS*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **three business** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the Section 20, paragraph 20-09, *IRREGULAR PROPOSALS*.
- b. If the bidder is disqualified for any of the reasons specified in the section 20, paragraph 20-14, *DISQUALIFICATION OF BIDDERS*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the paragraph 30-07, *APPROVAL OF CONTRACT*.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *CONSIDERATION OF PROPOSALS*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the paragraph 30-05, *REQUIREMENTS OF CONTRACT BONDS*.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the paragraph 30-05, *REQUIREMENTS OF CONTRACT BONDS* of this section, within 30 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *EXECUTION OF CONTRACT*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *COMPENSATION FOR ALTERED QUANTITIES*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *PAYMENT FOR OMITTED ITEMS*.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *PAYMENT FOR EXTRA WORK*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *SUPPLEMENTAL AGREEMENT*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. Not used.

40-06 REMOVAL OF EXISTING STRUCTURES. Not used.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Not used.

40-08 FINAL CLEANING UP. Not used.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of his or her determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the FAA/MoDOT, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 LIST OF SPECIAL PROVISIONS. See Section 4 for the Project Special Provisions.

50-05 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hard copy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or her work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 CONSTRUCTION LAYOUT AND STAKES. Not used.

50-08 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS. Not used.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *CONFORMITY WITH PLANS AND SPECIFICATIONS*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *CONTRACTOR'S RESPONSIBILITY FOR WORK*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 LOAD RESTRICTIONS The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 MAINTENANCE DURING CONSTRUCTION. Not used.

50-13 FAILURE TO MAINTAIN THE WORK. Not used.

50-14 PARTIAL ACCEPTANCE. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program, and Addendum* that is in effect on the date of advertisement

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Contractor in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications

60-05 ENGINEER/RESIDENT PROJECT REPRESENTATIVE (RPR) FIELD OFFICE. An Engineer/RPR field office is not required.

60-06 STORAGE OF MATERIALS. Not used.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

1008 After any Owner-furnished material has been delivered to the location specified, the Contractor shall be
1009 responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling,
1010 storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due
1011 the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage,
1012 or use of Owner-furnished materials.

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END OF SECTION 60

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SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. Not used.

70-05 FEDERAL AID PARTICIPATION. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

The contractor shall be aware of all COVID-19 guidance from the Center for Disease Control (CDC) and other government health mandates and conduct all operations in conformance with these safety directives. The guidance may change during the project construction and the contractor shall change and adapt their operation and safety protocols accordingly.

The contractor shall include these procedures in the project safety plan as called for in the contract documents and revise the safety plan as needed.

The contractor shall be aware of the Missouri Standard Specifications for Highway Construction Section 107.1 "Laws to be Observed".

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

70-08 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). Not used.

70-09 USE OF EXPLOSIVES. Not used.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Not used

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *PARTIAL ACCEPTANCE*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. Not used.

70-16 FURNISHING RIGHTS-OF-WAY. Not used.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Not used.

70-21 INSURANCE REQUIREMENTS. The Contractor shall pay for and maintain during the life of this contract adequate Workmen's Compensation, Public Liability and Property Damage Insurance. The Contractor is charged with the responsibility for adequate and proper coverage for all his subcontract operations. Contractor shall furnish to the Sponsor satisfactory proof of carriage of the insurance required. Public Liability Insurance shall be in the amount of not less than \$1,000,000.00 for injuries, including accidental death, to any one person, nor less than \$1,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than \$1,000,000.00. Such Liability Insurance shall include completed operation coverage.

END OF SECTION 70

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SECTION 80

EXECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times be represented by a designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 NOTICE TO PROCEED. The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

80-04 LIMITATION OF OPERATIONS. Not used.

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. Not used.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The completion date for the work shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 CONTRACT TIME BASED ON SPECIFIC COMPLETION DATE. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond their own control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this paragraph, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of their own request. Requests for extension of time, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the paragraph 80-07, *DETERMINATION AND EXTENSION OF CONTRACT TIME*, the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Schedule I	\$500/Calendar Day	July 30, 2024 Completion Date

The maximum construction time allowed for Schedule I is July 30, 2024. However, if the not to proceed is delayed beyond **XXX X, 2024**, an equivalent number of days past **XXX X, 2024** will be added to the completion date. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

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

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

1376 **80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS.** Not used.

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END OF SECTION 80

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SECTION 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified

Term	Description
	weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special

Term	Description
	equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the Section 70, paragraph 70-18, *NO WAIVER OF LEGAL RIGHTS*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the Section 40, paragraph 40-02, *ALTERATION OF WORK AND QUANTITIES*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the Section 40, paragraph 40-03, *OMITTED ITEMS*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA WORK. Extra work, performed in accordance with the Section 40, paragraph 40-04, *EXTRA WORK*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *PAYMENT FOR MATERIALS ON HAND*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

- a. From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

- (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.
- (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

- b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

- c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *ACCEPTANCE AND FINAL PAYMENT*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 PAYMENT FOR MATERIALS ON HAND. Not used.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06, *PARTIAL PAYMENTS*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the Section 50, paragraph 50-15, *FINAL ACCEPTANCE*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the Section 50, paragraph 50-16, *CLAIMS FOR ADJUSTMENT AND DISPUTES*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *CONTRACTOR FINAL PROJECT DOCUMENTATION*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the Section 50, paragraph 50-16, *CLAIMS FOR ADJUSTMENTS AND DISPUTES*, or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 CONSTRUCTION WARRANTY.

- b. In addition to any other warranties in this contract, and standard manufacturer warranties, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.
- h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 CONTRACTOR FINAL PROJECT DOCUMENTATION. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.
- b. Complete all punch list items identified during the Final Inspection.
- c. Provide complete release of all claims for labor and material arising out of the Contract.
- d. Provide a certification statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project. A sample certification letter is available on the MoDOT Aviation website.
- e. When applicable per state requirements, return copies of sales tax completion forms.
- f. Manufacturer's certifications for all items incorporated in the work.
- g. All required record drawings, as-built drawings or as-constructed drawings.
- h. Project Operation and Maintenance (O&M) Manual.
- i. Security for Construction Warranty.
- j. Equipment commissioning documentation submitted, if required.
- k. Contractor is required to submit on company letterhead that all wages, material purchases, and subcontractors have been paid in full.

- 1612 1. List of all subcontractors used on the project with final dollar value of subcontracts and DBE
1613 subcontractors identified.
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1615 Final payment will not be authorized until these items have been completed.

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END OF SECTION 90

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1622 **SECTION 4**

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1624 **SUPPLEMENTARY PROVISIONS**

1625

1626 **PART A**

1627 **FEDERAL AND STATE PROVISIONS**

- 1628
- 1629 1. CIVIL RIGHTS ACT OF 1964, TITLE VI ASSURANCES (Reference: 49 USC § 47123; FAA Order
- 1630 1400.11)
- 1631
- 1632 2. CIVIL RIGHTS – GENERAL (Reference: 49 USC § 47123)
- 1633
- 1634 3. ACCESS TO RECORDS AND REPORTS (Reference: 2 CFR § 200.333; 2 CFR § 200.336,
- 1635 FAA Order 5100.38)
- 1636
- 1637 4. DISADVANTAGED BUSINESS ENTERPRISE (Reference: 49 CFR Part 26)
- 1638
- 1639 5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
- 1640 SERVICES OR EQUIPMENT (Reference: 2 CFR § 200 Appendix II(K); 2 CFR § 200.216)
- 1641
- 1642 6. BREACH OF CONTRACT TERMS (Reference: 2 CFR § 200 Appendix II(A))
- 1643
- 1644 7. VETERAN’S PREFERENCE (Reference: 49 USC § 47112(c)) 7711885
- 1645
- 1646 8. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSTRUCTION SAFETY
- 1647 TRAINING
- 1648
- 1649 9. DAVIS-BACON REQUIREMENTS (Reference: 2 CFR § 200 Appendix II(D), 29 CFR Part 5)
- 1650
- 1651 10. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS (Reference: 2 CFR 200, Appendix II(C),
- 1652 41 CFR § 60-1.4, CFR § 60-4.3, Executive Order 11246)
- 1653
- 1654 11. PROHIBITION OF SEGREGATED FACILITIES (Reference: 41 CFR § 60)
- 1655
- 1656 12. AFFIRMATIVE ACTION REQUIREMENT (Reference: 41 CFR Part 60-4, Executive Order 11246)
- 1657
- 1658 13. TERMINATION OF CONTRACT (Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular
- 1659 150/5370-10, Section 80-09)
- 1660
- 1661 14. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (Reference: 2 CFR
- 1662 § 200 Appendix II(E))
- 1663
- 1664 15. CLEAN AIR AND WATER POLLUTION CONTROL (Reference: 2 CFR § 200 Appendix II(G); 42 USC
- 1665 § 7401, et seq; 33 USC § 1251, et seq)
- 1666
- 1667 16. BUY AMERICAN PREFERENCE (Reference: 49 USC § 50101)
- 1668
- 1669 17. COPELAND “ANTI-KICKBACK” ACT (Reference: 2 CFR § 200 Appendix II(D), 29 CFR Parts 3 & 5)
- 1670
- 1671 17. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC §
- 1672 201, et seq.)

- 1673 18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference: 20 CFR Part 1910)
1674
1675 19. DISTRACTED DRIVING (Reference: Executive Order 13513, DOT Order 3902.10)
1676
1677 20. PROCUREMENT OF RECOVERED MATERIALS (Reference: 2 CFR § 200.322, 40 CFR Part 247)
1678
1679 21. RIGHT TO INVENTIONS (Reference: 2 CFR § 200 Appendix II(F), 37 CFR § 401)
1680
1681 23. DOMESTIC PREFERENCES FOR PROCUREMENTS (Reference: 2 CFR § 200.322; 2 CFR Part 200,
1682 Appendix II(L))
1683
1684
1685

1. **CIVIL RIGHTS ACT OF 1964, TITLE VI ASSURANCES**

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1.1(a) Compliance with Regulations.** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 1.1(b) Non-discrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 1.1(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 1.1(d) Information and Reports.** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 1.1(e) Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited:
- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.1(f) Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1.1(a) through 1.1(f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 1.2 Title VI List of Pertinent Nondiscrimination Authorities.** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

References: 49 USC § 47123; FAA Order 1400.11

2. GENERAL CIVIL RIGHTS PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

References: 49 USC § 47123

3. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

References: 2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38

4. DISADVANTAGED BUSINESS ENTERPRISES

Where used in this provision, “Department of Transportation” or “DOT” refers to the United States Department of Transportation. “MoDOT” refers to the Missouri Department of Transportation and the Missouri Highways and Transportation Commission.

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this agreement.

Contract Assurance. MoDOT and the Sponsor will ensure that the following clause is placed in every USDOT assisted contract and subcontract.

1833 *“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex*
1834 *in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR*
1835 *Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry*
1836 *out these requirements is a material breach of this contract, which may result in the termination of this*
1837 *contract or such other remedy, as the recipient deems appropriate.”*

1838
1839 *(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)*
1840

1841 **Federal Financial Assistance Agreement Assurances.** MoDOT and the Sponsor agree to and
1842 incorporate the following assurance into the day to day operations and the administration of all USDOT
1843 assisted contracts; where “recipient” mean MoDOT and any MoDOT grantee receiving USDOT
1844 assistance:
1845

1846 *“MoDOT or the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the*
1847 *award and performance of any USDOT assisted contract or in the administration of its DBE Program*
1848 *or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps*
1849 *under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT*
1850 *assisted contracts. The recipient’s DBE Program, as required by 49 CFR Part 26 and as approved by*
1851 *USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal*
1852 *obligation and failure to carry out its approved program, the Department may impose sanctions as*
1853 *provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18*
1854 *U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).”*
1855

1856 MoDOT and the Sponsor ensure that all recipients of USDOT assisted contracts, funds, or grants
1857 incorporate, agree to and comply with the assurance statement.
1858

1859 **Prompt Payment.** MoDOT and the Sponsor require all contractors to pay all subcontractors and
1860 suppliers under this prime contract for satisfactory performance of its contract in compliance with
1861 the prompt payment statute, Mo. Revised Statutes, Chapter 34, Section 34.057 (included below).
1862 MoDOT and the Sponsor also requires the prompt, as defined in Section 34.057, return of all retainage
1863 held on all subcontractors after the subcontractor’s work is satisfactorily completed, as MoDOT and
1864 the Sponsor personnel may ultimately determine (if necessary). These prompt payment requirements
1865 apply to both DBE and non-DBE subcontractors.
1866

1867 All contractors and subcontractors must retain records of all payments, made or received, for 3 years
1868 from the date of final payment and must be available for inspection, upon request, by any authorized
1869 representative of MoDOT, the Sponsor or USDOT. MoDOT and the city will maintain records of
1870 actual payments to DBE firms for work committed to at the time of contract award.
1871

1872 MoDOT and the Sponsor will perform audits of contract payments to firms. The audits will review
1873 payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or
1874 exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made
1875 in compliance with Missouri Revised Statutes, Chapter 34, Section 34.057.
1876

1877 **Termination of DBE Subcontracts - (49 CFR § 26.53(f)).** The prime contractor must not terminate
1878 a DBE subcontractor listed in response to the Request for Bids/Invitation for Bids (or an approved
1879 substitute DBE firm) without prior written consent of Creve Coeur Airport Improvement
1880 Corporation. This includes, but is not limited to, instances in which the prime contractor seeks to
1881 perform work originally designated for a DBE subcontractor with its own forces or those of an
1882 affiliate, a non-DBE firm, or with another DBE firm.
1883

1884 The prime contractor shall utilize the specific DBEs listed to perform the work and supply
1885 the materials for which each is listed unless the contractor obtains written consent Creve Coeur
1886 Airport Improvement Corporation. Unless Creve Coeur Airport Improvement Corporation consent

is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Creve Coeur Airport Improvement Corporation may provide such written consent only if Creve Coeur Airport Improvement Corporation agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Creve Coeur Airport Improvement Corporation its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Creve Coeur Airport Improvement Corporation, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Creve Coeur Airport Improvement Corporation and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Creve Coeur Airport Improvement Corporation should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Creve Coeur Airport Improvement Corporation may provide a response period shorter than five days.

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

MISSOURI REVISED STATUTES

Chapter 34 State Purchasing and Printing Section 34.057

August 28, 2014

Public works contracts--prompt payment by public owner to contractor, engineer, architect, or surveyor--prompt payment by contractor to subcontractor-- progress payments--retainage--late payment charges-- withholding of payments.

34.057. 1. Unless contrary to any federal funding requirements or unless funds from a state grant are not timely received by the contracting public municipality but notwithstanding any other law to the contrary, all public works contracts made and awarded by the appropriate officer, board or agency of the state or of a political subdivision of the state or of any district therein, including any municipality, county and any board referred to as the public owner, for construction, reconstruction or alteration of any public works project, shall provide for prompt payment by the public owner to the contractor, and any professional engineer, architect, landscape architect, or land surveyor, as well as prompt payment by the contractor to the subcontractor and material supplier in accordance with the following:

(1) A public owner shall make progress payments to the contractor and any professional engineer, architect, landscape architect or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects shall not exceed five percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond under section 107.170 because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the public owner may withhold retainage on the public works project in an amount not to exceed ten percent of the value of the contract or subcontract. The public owner shall pay the contractor the amount due, less a retainage, within thirty days following the latter of the following:

(a) The date of delivery of materials or construction services purchased;

(b) The date, as designated by the public owner, upon which the invoice is duly delivered to the person or place designated by the public owner; or

(c) In those instances in which the contractor approves the public owner's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the public owner;

(2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties;

(3) If, in the discretion of the owner and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontractor can be released prior to substantial completion of the public works contract without risk to the public owner, the contractor shall request such adjustment in retainage, if any, from the public owner as necessary to enable the contractor to pay the subcontractor in full. The public owner may reduce or eliminate retainage on any contract payment if, in the public owner's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's duly authorized representatives shall be withheld until such item or items are completed;

1964 (4) The public owner shall pay at least ninety-eight percent of the retainage, less any offsets or deductions
1965 authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the
1966 subcontractor or supplier after substantial completion of the contract work and acceptance by the public owner's
1967 authorized contract representative, or as may otherwise be provided by the contract specifications for state
1968 highway, road or bridge projects administered by the state highways and transportation commission. Such payment
1969 shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and
1970 certifications in complete and acceptable form are provided, as may be required by the contract documents. If the
1971 public owner or the owner's representative determines the work is not substantially completed and accepted, then
1972 the owner or the owner's representative shall provide a written explanation of why the work is not considered
1973 substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such
1974 notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the
1975 public body, the public body shall pay at least ninety-eight percent of the retainage within thirty calendar days. If
1976 at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent
1977 of the value of each item as determined by the public owner's representative shall be withheld until such items are
1978 completed;
1979
1980 (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall
1981 be paid promptly and shall be subject to late payment charges provided in this section. Except as provided in
1982 subsection 4 of this section, if the contractor has not been paid within thirty days as set forth in subdivision (1) of
1983 subsection 1 of this section, the contracting agency shall pay the contractor, in addition to the payment due him,
1984 interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period
1985 until fully paid;
1986
1987 (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in
1988 proportion to the work completed by each subcontractor and material supplier his application less any retention
1989 not to exceed five percent. If the contractor receives less than the full payment due under the public construction
1990 contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor,
1991 subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When,
1992 however, the public owner does not release the full payment due under the contract because there are specific areas
1993 of work or materials he is rejecting or because he has otherwise determined such areas are not suitable for payment
1994 then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or
1995 deemed not suitable for payment; provided the public owner or the owner's representative gives a written
1996 explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or
1997 deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full;
1998
1999 (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material
2000 suppliers within fifteen days after receipt of payment under the public construction contract, the contractor shall
2001 pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of
2002 one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This
2003 subdivision shall also apply to any payments made by subcontractors and material suppliers to their subcontractors
2004 and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the
2005 contracting chain;
2006
2007 (8) The public owner shall make final payment of all moneys owed to the contractor, including any retainage
2008 withheld under subdivision (4) of this subsection, less any offsets or deductions authorized in the contract or
2009 otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the
2010 earliest of the following events:
2011
2012 (a) Completion of the project and filing with the owner of all required documentation and certifications, in
2013 complete and acceptable form, in accordance with the terms and conditions of the contract;

(b) The project is certified by the architect or engineer authorized to make such certification on behalf of the owner as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or

(c) The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

(9) Nothing in this section shall prevent the contractor or subcontractor, at the time of application or certification to the public owner or contractor, from withholding such applications or certifications to the owner or contractor for payment to the subcontractor or material supplier. Amounts intended to be withheld shall not be included in such applications or certifications to the public owner or contractor. Reasons for withholding such applications or certifications shall include, but not be limited to, the following: unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with other material provisions of the contract; third-party claims filed or reasonable evidence that a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment and materials; damage to a contractor or another subcontractor or material supplier; reasonable evidence that the contract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention, not to exceed the initial percentage retained by the owner.

(10) Should the contractor determine, after application or certification has been made and after payment has been received from the public owner, or after payment has been received by a contractor based upon the public owner's estimate of materials in place and work performed as provided by contract, that all or a portion of the moneys needs to be withheld from a specific subcontractor or material supplier for any of the reasons enumerated in this section, and such moneys are withheld from such subcontractor or material supplier, then such undistributed amounts shall be specifically identified in writing and deducted from the next application or certification made to the public owner or from the next estimate by the public owner of payment due the contractor, until a resolution of the matter has been achieved. Disputes shall be resolved in accordance with the terms of the contract documents. Upon such resolution the amounts withheld by the contractor from the subcontractor or material supplier shall be included in the next application or certification made to the public owner or the next estimate by the public owner and shall be paid promptly in accordance with the provisions of this section. This subsection shall also apply to applications or certifications made by subcontractors or material suppliers to the contractor and throughout the various tiers of the contracting chain.

(11) The contracts which provide for payments to the contractor based upon the public owner's estimate of materials in place and work performed rather than applications or certifications submitted by the contractor, the public owner shall pay the contractor within thirty days following the date upon which the estimate is required by contract to be completed by the public owner, the amount due less a retainage not to exceed five percent. All such estimates by the public owner shall be paid promptly and shall be subject to late payment charges as provided in this subsection. After the thirtieth day following the date upon which the estimate is required by contract to be completed by the public owner, the contracting agency shall pay the contractor, in addition to the payment due him, interest at a rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.

(12) The public owner shall pay or cause to be paid to any professional engineer, architect, landscape architect, or land surveyor the amount due within thirty days following the receipt of an invoice prepared and submitted in accordance with the contract terms. In addition to the payment due, the contracting agency shall pay interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.

(13) Nothing in this section shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a subcontractor

or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

(14) Nothing in this section shall be construed to require direct payment by a public owner to a subcontractor or supplier, except in the case of the default, as determined by a court, of the contractor on the contract with the public owner where no performance or payment bond is required or where the surety fails to execute its duties, as determined by a court.

(15) Notwithstanding any other provisions in this section to the contrary, no late payment interest shall be due and owing for payments which are withheld in good faith for reasonable cause pursuant to subsections 2, 5 and 6 of this section. If it is determined by a court of competent jurisdiction that a payment which was withheld pursuant to subsections 2, 5 and 6 of this section was not withheld in good faith for reasonable cause, the court may impose interest at the rate of one and one-half percent per month calculated from the date of the invoice and may, in its discretion, award reasonable attorney fees to the prevailing party. In any civil action or part of a civil action brought pursuant to this section, if a court determines after a hearing for such purpose that the cause was initiated, or a defense was asserted, or a motion was filed, or any proceeding therein was done frivolously and in bad faith, the court shall require the party who initiated such cause, asserted such defense, filed such motion, or caused such proceeding to be had to pay the other party named in such action the amount of the costs attributable thereto and reasonable expenses incurred by such party, including reasonable attorney fees.

(L. 1990 S.B. 808 & 672 § 1, A.L. 2014 S.B. 529)

(2004) Act contemplates a contract between the parties to such a cause of action and provides for such action against a public owner only by the contractor, not a subcontractor or supplier. *Mays-Maune & Associates v. Werner Brothers*, 139 S.W.3d 201 (Mo.App. E.D.).

MoDOT DBE Program Regulations. The Sponsor, contractor and each subcontractor are bound by the new MoDOT DBE Program regulations at Title 7 CSR, Division 10, Chapter 8.

Reference: 49 CFR Part 26

5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Reference: 2 CFR § 200 Appendix II(K); 2 CFR § 200.216

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. The Owner reserves the right to withhold payments to the Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the

Contractor must correct the breach. The Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Reference: 2 CFR § 200 Appendix II(A)

7. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Reference: Title 49 U.S.C. 47112(c)

8. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSTRUCTION SAFETY TRAINING

The Contractor and its subcontractors (if any subcontractors are retained) shall comply with all applicable provisions of section 292.675, Revised Statutes of Missouri, which statute is incorporated herein by reference and is made a part of this contract. Section 292.675 states that any person signing a contract to work on the construction of public works for any public body shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program and hold documentation of such prior completion. All employees who have not previously completed the program are required to complete the program within sixty (60) days of beginning work on such construction project. Any employee found on a worksite subject to section 292.675's requirements without documentation of the successful completion of this course shall have twenty (20) days to produce such documentation before being subject to removal from the project.

The Contractor shall forfeit as penalty to the public body on whose behalf the contract is made or awarded two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed by the contractor or subcontractor without the required training. These penalties shall not begin to accrue until the sixty (60) day and twenty (20) day time periods described above have elapsed. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of section 292.675 when making payments to the Contractor under the contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of section 292.675.

2173 **9. DAVIS BACON REQUIREMENTS**

2174
2175 This section is not applicable to this project.
2176

2177
2178 **10. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND SPECIFICATIONS**

2179
2180 This section is not applicable to this project.
2181

2182
2183 **11. PROHIBITION OF SEGREGATED FACILITIES**

2184
2185 This section is not applicable to this project.
2186

2187
2188 **12. AFFIRMATIVE ACTION REQUIREMENT**

2189
2190 This section is not applicable to this project.
2191

2192
2193 **13. TERMINATION OF CONTRACT**

2194
2195 **13.1 Termination for Convenience (Construction and Equipment Contracts):**

2196
2197 The Owner may terminate this contract in whole or in part at any time by providing written notice
2198 to the Contractor. Such action may be without cause and without prejudice to any other right or
2199 remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed
2200 by the Owner, the Contractor shall immediately proceed with the following obligations regardless
2201 of any delay in determining or adjusting amounts under this clause:
2202

- 2203 a. Contractor must immediately discontinue work as specified in the written notice.
2204
2205 b. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
2206
2207 c. Discontinue orders for materials and services except as directed by the written notice.
2208
2209 d. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially
2210 completed work, supplies, equipment and materials acquired prior to termination of the work
2211 and as directed in the written notice.
2212
2213 e. Complete performance of the work not terminated by the notice.
2214
2215 f. Take action as directed by the Owner to protect and preserve property and work related to
2216 this contract of which Owner will take possession.
2217

2218 Owner agrees to pay Contractor for:
2219

- 2220 a. Completed and acceptable work executed in accordance with the contract documents prior
2221 to the effective date of termination;
2222
2223 b. Documented expenses sustained prior to the effective date of termination in performing
2224 work and furnishing labor, materials, or equipment as required by the contract documents in
2225 connection with uncompleted work;
2226

- 2227 c. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated
2228 contracts with subcontractors and suppliers; and
2229
2230 d. Reasonable and substantiated expenses to the contractor directly attributable to Owner's
2231 termination action.
2232

2233 Owner will not pay Contractor for loss of anticipated profits or revenues or other economic loss
2234 arising out of or resulting from the Owner's termination action.
2235

2236 The rights and remedies this clause provides are in addition to any other rights and remedies
2237 provided by law or under this contract.
2238

2239 **13.2 Termination for Cause (Construction):**
2240

2241 Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for
2242 conditions, rights and remedies associated with Owner termination of this contract for cause due
2243 to default of the Contractor.
2244

2245 **13.3 Termination for Cause (Equipment):**
2246

2247 The Owner may, by written notice of default to the Contractor, terminate all or part of this
2248 Contract for cause if the Contractor:
2249

- 2250 a. Fails to begin the Work under the Contract within the time specified in the Notice to Proceed;
2251
2252 b. Fails to make adequate progress as to endanger performance of this Contract in accordance
2253 with its terms;
2254
2255 c. Fails to make delivery of the equipment within the time specified in the Contract, including
2256 any Owner approved extensions;
2257
2258 d. Fails to comply with material provisions of the Contract;
2259
2260 e. Submits certifications made under the Contract and as part of their proposal that include false
2261 or fraudulent statements;
2262
2263 f. Becomes insolvent or declares bankruptcy;
2264

2265 If one or more of the stated events occur, the Owner will give notice in writing to the Contractor
2266 and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice
2267 may allow the Contractor and Surety an opportunity to cure the breach or default.
2268

2269 If within ten days of the receipt of notice, the Contractor or Surety fails to remedy the breach or
2270 default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other
2271 procurement action. The Contractor will be liable to the Owner for any excess costs the Owner
2272 incurs for acquiring such similar equipment.
2273

2274 Payment for completed equipment delivered to and accepted by the Owner shall be at the
2275 Contract price. The Owner may withhold from amounts otherwise due the Contractor for such
2276 completed equipment such sum as the Owner determines to be necessary to protect the Owner
2277 against loss because of Contractor default.
2278

2279 Owner will not terminate the Contractor's right to proceed with the Work under this clause if the
2280 delay in completing the work arises from unforeseeable causes beyond the control and without

the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God; acts of the Owner; acts of another Contractor in the performance of a contract with the Owner; and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience of the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract

References: 2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

14. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

This section is not applicable to this project.

15. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

References: 2 CFR § 200 Appendix II(G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

16. BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

16.1 Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest.
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

16.2 The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/.

Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

16.3 Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

Buy America Certification is included in Section B of these Contract Documents.

References: Title 49 U.S.C. § 50101

17. COPELAND “ANTI-KICKBACK” ACT

This section is not applicable to this project.

18. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

Reference: 29 USC § 201, et seq. 2 CFR § 200.430

19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Reference: 29 CFR part 1910

20. DISTRACTED DRIVING

Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), THE FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

Reference: Executive Order 13513, and DOT Order 3902.10

21. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at

www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- 2440
- 2441 a. Not reasonably available within a timeframe providing for compliance with the contract
- 2442 performance schedule;
- 2443
- 2444 b. Fails to meet reasonable contract performance requirements; or
- 2445
- 2446 c. Is only available at an unreasonable price.
- 2447

2448 *Reference: 2 CFR § 200.322; 2 CFR Part 200 Appendix II(J); 40 CFR Part 247; 42 USC § 6901 et seq (Resource*

2449 *Conservation and Recovery Act (RCRA))*

2450

2451

2452 **22. RIGHTS TO INVENTIONS**

2453

2454 This section is not applicable to this project.

2455

2456

2457 **23. DOMESTIC PREFERENCES FOR PROCUREMENTS**

2458

2459 **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

2460 The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent

2461 practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods,

2462 products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel,

2463 cement, and other manufactured products) in compliance with 2 CFR § 200.322.

2464

2465 *Reference: 2 CFR § 200.322; 2 CFR Part 200 Appendix II(L)*

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2475 **PART B**
2476 **DBE ADMINISTRATION**

2477
2478 1. Eligibility of DBEs:
2479

2480 Only those firms currently certified as DBEs by the Missouri Department of Transportation (MoDOT), City
2481 of St. Louis, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to
2482 participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil
2483 Rights webpage at the following address:

2484
2485 <http://www.modot.org/dbe-program/mrcc-directory>
2486

2487 2. Counting DBE Participation Towards DBE Goals:
2488

2489 DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices
2490 agreed to between the contractor and subcontractors for the contract items or portions of items being sublet,
2491 as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBEs that
2492 are certified or accepted according to this specification. DBE participation shall be counted toward meeting
2493 the DBE goal in accordance with the following:
2494

2495 a. Commercially Useful Function:
2496

2497 The Sponsor shall count toward the DBE goal only those expenditures to DBEs that perform a
2498 commercially useful function in the work of the contract. A DBE performs a commercially useful function
2499 when it is responsible for execution of a distinct element of work by actually performing, managing, and
2500 supervising that work. To determine if a DBE is performing a commercially useful function, the amount
2501 of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with
2502 industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE
2503 Contractor may subcontract a portion of the work up to the amount allowed under standard
2504 subcontracting contract provisions of normal industry practices. A DBE is presumed not to be
2505 performing a commercially useful function if the DBE is performing outside these guidelines.
2506

2507 b. Materials and Supplies:
2508

2509 The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from
2510 DBE suppliers and manufacturers as described below. The DBEs must assume the actual and
2511 contractual responsibility for the provision of the materials and supplies:
2512

- 2513 (1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer
2514 must operate or maintain a factory or establishment that produces on the premises the materials or
2515 supplies that are obtained by the contractor.
2516
- 2517 (2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular
2518 dealer must perform a commercially useful function in the supply process including buying the
2519 materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items
2520 such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer
2521 must own or operate distribution equipment.
2522
- 2523 (3) No credit will be given toward the DBE goal if the prime contractor makes a direct payment to a non-
2524 DBE material supplier. However, it will be permissible for a material supplier to invoice the prime
2525 contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE
2526 firm and material supplier jointly.
2527

- (4) No credit toward the DBE goal will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.

c. Work Classifications: DBE credit will count toward the contractual goal only for work actually performed by the DBE firm and within the Standard Industry Classification (SIC) code approved for that firm. The credit will be counted in the following manner:

- (1) Manufacturer: Credit is given for 100 percent of the value paid for materials furnished which become a permanent part of the project. A manufacturer is a firm that owns and operates the facilities to produce a product required by the project and purchased by the contractor.
- (2) Supplier: Credit is given for 60 percent of the value paid for materials furnished which becomes a permanent part of the project. A supplier sells goods to the general public and maintains an inventory at an owned or leased warehouse or store. Bulk items such as steel, petroleum products, or rock do not have to be maintained in an on-site inventory. Credit will not be given for the cost of the materials and separate credit for the hauling of those same materials. Transportation of the materials is deemed part of the total cost.
- (3) Broker: Credit is given for 100 percent of the **fees** or **commission** received by the DBE firm for materials purchased, services provided, or equipment secured and resold to the contractor. Fees or commissions are defined as the difference between what the DBE firm paid for the materials purchased, services provided, or equipment secured and the price paid by the contractor to the DBE firm for those items. A broker does not manufacture or supply on a regular basis.
- (4) Trucker: Credit is given for 100 percent of the amount paid to the DBE trucker if that trucking is performed by the DBE, with employees of the DBE, using equipment owned or long-term leased by the DBE. However, if the DBE firm uses leased trucks, at least one truck owned by the firm **must** be used on the project.

Full credit will not be given for leased trucks unless they are leased on a long-term basis from another DBE firm, DBE owner operators, or a recognized commercial leasing operation. Firms licensed by the Missouri Public Service Commission as leasing agents qualify as a recognized leasing operation. Lease of trucks from the prime contractor will not be credited toward the DBE goal, other than possibly the portion constituting broker fees and commissions. This type of relationship will be subject to strict scrutiny.

All trucks used must be labeled clearly and visibly with a sign indicating the firm owning or leasing the vehicle. MoDOT will require submittal of a truck roster report, including ownership and vehicle identification information, on a regular basis. MoDOT project office or other designated personnel will review the rosters for verification and will monitor the trucks operating on the project. MoDOT will conduct random verification and report any irregularities to the External Civil Rights Unit for review.

In order for the use of a DBE trucker to be credited for the delivered price of materials supplies, the trucker must be certified as a supplier or manufacturer of the material, responsible for the quality standards of the material, negotiating the material price, payment, and select the source.

- (a) Owner-Operator Trucking: The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

If the DBE firm uses owner-operators to supplement their owned trucks, the DBE must be responsible for management and supervision of the entire trucking operation. The trucking arrangement or contract *cannot* be a contrived arrangement to meet the DBE goal. The DBE will be considered a broker, and only fees or commissions received will count toward the goal, if the DBE is not in full control, or does not have employees or trucks on the project.

- d. Joint Venture: When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

- (1) Contract responsibility of the DBE for specific contract items of work,
- (2) Capital participation by the DBE,
- (3) Specific equipment to be provided by the DBE,
- (4) Specific responsibilities of the DBE regarding control of the joint venture,
- (5) Specific workers and skills to be provided by the DBE, and
- (6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified in writing by MoDOT.

3. Award Documentation and Procedure: All bidders shall certify in the Proposal Form their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non-responsive and will not be considered.

- a. DBE Participation Information: All bidders must complete the required DBE participation information in the Proposal Form, when a DBE goal has been established for the project. The information shall demonstrate the contractor's intended participation by certified DBEs. The information furnished shall consist of:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm;
- (4) Written documentation (signed contract proposal) of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (5) If the contract goal is not met, evidence of good faith efforts (see paragraph c below).

(Note: After award of the contract, the MoDOT External Civil Rights Office will contact by mail each DBE firm participating in the contract, requesting written confirmation from the DBE that it is participating in the contract as provided in the Proposal Form.)

- b. Sponsor Evaluation: In selecting the lowest responsible bidder, the Sponsor and MoDOT will evaluate the DBE information provided with the bid. The Sponsor and MoDOT may request additional DBE information. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

- c. Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit, as part of its bid, written documentation and evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

- 2635 (1) Efforts to select portions of the work for performance by DBEs, in order to increase the likelihood
2636 of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into
2637 economically feasible units to facilitate DBE participation. Selection of portions of work shall be at
2638 least equal to the DBE goal.
2639
- 2640 (2) Written notification to individual DBEs likely to participate in the contract sent at least 7 calendar
2641 days prior to the bid opening. The notification shall list specific items or types of work and shall be
2642 sent to a reasonable number of DBE's qualified to participate in the contract.
2643
- 2644 (3) Efforts to negotiate with DBEs for specific items of work including:
2645
- 2646 (a) Names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial
2647 contact and information on further contacts made to determine with certainty if the DBEs were
2648 interested. Personal or phone contacts are expected;
 - 2649 (b) Description of the information provided to the DBEs regarding the plans, specifications and
2650 estimated quantities for portions of the work to be performed;
 - 2651 (c) Individual statements as to why agreements with DBEs were not reached; and
 - 2652 (d) Information on each DBE contacted but rejected and the reasons for the rejection.
2653
- 2654 (4) Efforts to assist the DBEs that need assistance in obtaining bonding, insurance, or lines of credit
2655 required by the contractor.
2656
- 2657 (5) Documentation that qualified DBEs are not available or not interested.
2658
- 2659 (6) Advertisements in general circulation media, trade association publications and disadvantaged-focus
2660 media concerning subcontracting opportunities.
2661
- 2662 (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged
2663 contractor's groups; local, state and federal disadvantaged business assistance offices; and other
2664 organizations that provide assistance in recruitment and placement of DBEs.
2665

2666 The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively
2667 sought out DBEs to participate in the project. The following actions would not be considered acceptable reasons
2668 for failure to meet the DBE goal and would not constitute a good faith effort:
2669

- 2670 (1) The DBE was unable to provide adequate performance and/or payment bonds.
- 2671 (2) A reasonable DBE bid was rejected based on price.
- 2672 (3) The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.
- 2673 (4) Union versus non-union status of the DBE firm.
- 2674 (5) The prime contractor would normally perform all work included in this contract.
- 2675 (6) The prime contractor solicited DBE participation by mail only.
2676

2677 Should MoDOT and the city determine that the bidder's submitted documentation on good faith efforts are
2678 inadequate, the bidder must make a written request for administrative reconsideration within 2 working days of
2679 the notification on lack of good faith efforts. That notice may be faxed or emailed to:
2680

2681 **Missy Stuedle**
2682 **External Civil Rights Director**
2683 **P.O. Box 270**
2684 **Jefferson City, Missouri 65102**
2685 **Telephone: (573) 526-2978**
2686 **Fax: (573) 526-0558**
2687 **E-Mail: Missy.Stuedler@modot.mo.gov**
2688

The Administrative Reconsideration Committee will include 3 individuals MoDOT deems appropriate and the members will be familiar with the DBE program, bidding, construction, and/or contracting matters. The External Civil Rights Unit will process the request, including providing documentation of the determination, and notify the Administrative Reconsideration Committee of the request for review, however, the administrator, nor any member of MoDOT that had a part in the initial determination will be a part of the reconsideration determination.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so to the committee. The bidder may choose to meet in person with the Administrative Reconsideration Committee to discuss the finding. MoDOT and the city will notify the bidder, in writing of the decision on reconsideration, explaining the basis for finding that the bidder did or did not make adequate good faith efforts to meet the goal. The result of the reconsideration process is not administratively appealable to the USDOT.

4. Post Award Compliance: If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Sponsor and FAA, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The sponsor and the FAA shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

5. Records and Reports: The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:
 - a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.
 - b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.
 - c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.

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PART C – LOCAL PROVISIONS

1. ACCIDENT PREVENTION:

Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery, equipment, and explosives shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

2. INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless Creve Coeur Airport Improvement Corporation, its officers, agents, and employees, against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of Creve Coeur Airport Improvement Corporation, and further agrees to defend, indemnify and save harmless, Creve Coeur Airport Improvement Corporation, its officers, agents, and employees from any claims, demands, suits, actions, proceedings of any kind or nature resulting from or arising out of operations in connection herewith, including operations of subcontractors and acts of omissions of employees or agents of the Contractor or his subcontractors.

3. SALES AND USE TAXES:

Construction and building materials sold to the contractors and subcontractors for use on public works owned by Creve Coeur Airport Improvement Corporation, are exempt from State Sales and Use Taxes. However, such materials will be subject to any Sales and Use Taxes imposed by local cities and counties. This change in the State Tax Law has no effect of Sales and Use Taxes imposed by other local taxing authorities. Contractor shall provide proof of exemption prior to commencing work.

4. PERMITS AND COMPLIANCE WITH LAWS:

The Contractor shall procure and pay for all permits and licenses, and bonds necessary for the prosecution of his work, and/or required by Local, State, and Federal regulations and laws, as pertains particularly to permits and transportation of materials and equipment, or other operations which are not a specific requirement of these specifications. The Contractor shall give all notices, pay all fees and taxes, and comply with all Federal, State, and Local laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the work.

5. EXECUTED CONTRACTS:

Each contract shall be executed in five original copies and there shall be executed originals of the Contractor's Performance Bond and Payment Bond in equal number to the executed originals of the contract. Two copies of such executed documents will be retained by Creve Coeur Airport Improvement Corporation, one copy shall be delivered to MoDOT, and two copies will be delivered to the Contractor. The cost of executing the Contract, bonds and insurance, including all notary fees and incidental expenses, are to be paid by the Contractor to whom the contract is awarded.

6. SUBLETTING OR ASSIGNING OF CONTRACTS:

The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost. No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such

assignment has received the prior written approval of the Sponsor, which shall be at Sponsor's sole discretion, and the Surety has been given due notice of such assignment and has also consented in writing thereto.

Such written approval of the Sponsor shall not relieve the Contractor of any obligation incurred by him, under the contract, unless otherwise expressly stated in the approval.

The following language must appear in any assignment:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

7. QUALIFICATION OF DISADVANTAGED BUSINESS ENTERPRISES:

A Contractor, or subcontractor, will be considered as certified if that company has received a letter of certification from an organization, whose procedures for certifying business, is acceptable to the FAA.

A Contractor is permitted to use 100 percent of the Contract amount for the unit of work if the Contractor, or subcontractor, performs the construction, installation, rehabilitation, etc. of that work item(s).

A Contractor is permitted to use only 60 percent of the Contract amount for the purchase of material from a certified DBE supplier.

The Contractor is required to submit, to the Engineer, the names, work terms and contract value of all subcontractors, prior to commencing work. The Contractor is required to submit the names, work items and final contract amounts of all subcontractors after the substantial completion of the project.

8. LIQUIDATED DAMAGES:

Subject to the provisions of the Contract Documents, the Sponsor shall be entitled to liquidated damages for failure of the Contractor to complete the work within the specified contract time.

The Contractor further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Sponsor for unscheduled employment of the Engineer during the contract time overrun.

As compensation for non-use, the Contractor shall be assessed a liquidated damage of \$500/Completion Date for each day that the work remains uncompleted beyond the contract period. However, if the notice to proceed is delayed beyond XXX X, 2024, an equivalent number of days past XXX X, 2024 will be added to the completion date, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

Compensation shall be paid by deduction from the final payment.

9. INSTRUCTION MANUALS:

At the end of project construction, the Contractor shall provide instruction manuals to the airport. The manuals shall include as a minimum the following:

1. Maintenance and troubleshooting instruction.
2. Operating instructions.
3. Equipment Warranties.

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SECTION 5

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

2850		
2851	<u>SECTION</u>	<u>TITLE</u>
2852		
2853	SRE-100	UTILITY SNOW REMOVAL EQUIPMENT WITH
2854		ATTACHMENTS
2855		

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SRE-100 - UTILITY SNOW REMOVAL EQUIPMENT WITH ATTACHMENTS

PART 1 - GENERAL

1.1. DESCRIPTION

A. Work Included

These specifications contemplate the furnishing and delivery of one (1) new, current production year model, standard production carrier vehicle, a minimum 8-foot airport runway broom, and a minimum 10-foot snow plow.

This snow removal carrier vehicle shall be designed for one-man operation and used for snow removal operations on ramps, taxiways and runways between lights and signs. The design of these units shall ensure positive tire-to-ground tractive effort while clearing snow. All parts and components of this unit shall be engineered to sustain the maximum load limits and severe operating conditions encountered in snow removal, while resulting in minimum wear and failure.

B. Related Information

The carrier vehicle shall comply with all applicable FMCSR and FMVSS quality/safety standards, and requirements of the FAA Advisory Circular (AC) 150/5220-20A (current revision), *Airport Snow and Ice Control Equipment*, as well as the current edition of all Society of Automotive Engineers (SAE) Aerospace Recommended Practice (ARP) specifications applicable to snow removal equipment.

1.2. CERTIFICATION

The Bidder shall certify with the submission of the bid that the goods the bidder intends to provide comply with the performance, design, and manufacturing requirements of this specification, FAA AC 150/5220-20A, and all applicable SAE ARP equipment specifications.

1.3. SYSTEM DESCRIPTION

The snow removal equipment shall consist of a new, current production year model, carrier vehicle. The unit shall be compatible with all types of snow removal operations. The carrier vehicle shall provide a minimum of 55 PTO horsepower at rated engine rpm at cab side of the carrier vehicle.

Several attachments to aid in the removal of snow and ice shall also be provided:

- Hydraulic-driven airport runway broom attached to the engine end. The broom head shall be a minimum of 8 feet long, capable of sweeping a clear width of 6 feet minimum with the broom head turned in the sweeping position.
- A minimum 10-foot snow plow, hydraulically driven and mounted on the engine end.

1.4. SUBMITTALS

A. Initial Equipment Submittal

The Bidder shall submit as part of their Bid, complete documentation and illustrative descriptions of all major components and systems comprising the Goods offered to indicate conformance with the specifications. The Bidder shall also submit as part of the Bid a proposed policy for parts and service availability. Award will not be made to a Bidder that has not provided a complete initial equipment submittal.

B. Shop Drawings

Within twenty-one calendar days of the effective date of the Procurement Agreement, the Contractor shall provide to the Engineer complete shop drawings of all system components and operating systems comprising the Goods to be provided.

C. Technical Publications

The Contractor shall provide technical publications in conformance with the requirements of this specification or the requirements of the referenced SAE ARP equipment specifications, whichever is higher. The Contractor shall provide, at the time of delivery of Goods to the Owner, two complete sets of the following documentation as part of the Operations and Maintenance Manuals requirements in accordance with the standard commercial practices applicable to the carrier vehicle, snow plow, and runway broom furnished under this contract. Each set shall include one copy each of:

1. Operator's Manual with lubrication chart. Operator's Manual shall be a printed document.
2. Maintenance and Service Manual. All applicable service manuals, to include service and repair manuals for all assemblies and subassemblies such as power plant, drive system, hydraulic system, etc. Maintenance and Service Manual shall be a printed document.
3. Parts Manual. All parts not originally fabricated by the manufacturer of the carrier vehicle shall be cross-referenced by the original manufacturer's name and number as well as the supplier's number.
4. Electrical schematics.
5. Electronic Manuals. Provide all available manuals in pdf format.
6. Operator Video. Provide a video for operator training of all features of the unit.

1.5. QUALITY ASSURANCE

The Contractor shall be responsible for the performance inspection requirements specified herein. Except as otherwise specified, the Contractor shall utilize his own or any other inspection facilities or services. The Contractor shall maintain records of inspections and tests. Copies of these records shall be provided to the Purchaser.

1.6. DELIVERY, STORAGE AND HANDLING

Vehicle shipping costs (FOB) are the responsibility of the Bidder. The Contractor shall conform to the delivery, storage, and handling requirements of this specification or the requirements of the referenced SAE ARP equipment specifications, whichever is higher.

A. Preparation for Delivery

1. The equipment shall be packed in such a manner as to insure acceptance and safe delivery to the designated point.
2. Marking for shipment shall be in accordance with the instructions issued by the Purchaser.
3. Delivery shall be in accordance with the conditions of the Procurement Agreement.
4. The cost of delivery for all items shall be included in the bid price.

1.7. WARRANTY

At a minimum, a one-year warranty or the warranty period required by the referenced SAE ARP equipment specifications, the greater of the two shall be provided for the carrier vehicle and all attachments. The successful Bidder shall be responsible for warranty work on all equipment and components, including attachments and non-factory parts. Provide point of contact name and telephone number for warranty service and parts that is available 24 hours per day, 7 days per week, 365 days per year.

1.8. MATERIALS

Materials shall conform to the specifications listed in this document, FAA AC 150/5220-20A, and the materials requirements specified in the referenced SAE ARP equipment specifications. Materials shall be of the best quality available for their intended commercial use. Component parts shall be new and free of all defects and imperfections that could affect the serviceability of the finished product. All materials supplied shall be of current serial numbers representing that the materials are current and readily available upon need due to failure and normal replacement. No obsolete, but unused parts shall be utilized in the manufacturing of this equipment.

1.9. DESIGN

Equipment shall be developed in accordance with the best engineering practices available. Vehicle design shall include current state-of-the-art procedures that consider improved cab visibility, interior lighting and the mitigation of noise and vibration. Design and installation of equipment shall permit easy accessibility for maintenance and service. All vehicle stress points shall be designed to distribute and dissipate shock forces. The provided equipment shall comply with all design requirements specified in the referenced SAE ARP equipment specifications.

1.10. ASSEMBLY

Equipment shall be manufactured to provide maximum protection against structural member failures. Equipment shall withstand the cold, moisture, strains, jars, vibration, and other conditions that are likely to be encountered during operation. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks, or other elements that might cause injury to personnel or damage to equipment. All oil, hydraulic, air lines, and electrical wiring shall be in protected positions properly attached to the frame or body structure. Wherever these lines pass through structural members, they shall be protected with looms or grommets except where a through- frame connector is necessary. The provided equipment shall comply with all assembly and/or construction requirements specified in the referenced SAE ARP equipment specifications.

1.11. NAME, SERVICE, AND INSTRUCTION PLATES

All information plates shall be made of either non-corrosive metal or plastic with the information engraved, stamped, or etched thereon. Plates shall be mounted in a conspicuous place with screws, bolts, rivets, or exterior type pressure sensitive tape. Plates shall identify make, model, serial number, and any other relevant data. All plates shall conform to the requirements of the referenced SAE ARP equipment specifications.

PART 2 - EQUIPMENT

The snow removal equipment shall consist of a new, current production year model carrier vehicle, and a minimum of 55 PTO horsepower cab side at rated engine rpm. The unit shall be compatible with all types of snow removal operations. Attachments include engine end mounted hydraulic-driven 8-Foot Airport Runway Broom and 10-Foot Snow Plow.

The following section serves as a guide on specific component requirements.

2.1. CARRIER VEHICLE

The carrier vehicle shall be a new, current production year model standard production carrier vehicle. The provided carrier vehicle shall comply with all carrier vehicle requirements of SAE equipment specification ARP5539 (current edition), *Rotary Plow with Carrier Vehicle*. The carrier vehicle shall also comply with all applicable carrier vehicle requirements provided in SAE equipment specifications ARP5564 (current edition), *Airport Runway Brooms*, and ARP5943 (current edition), *Snowplows and Hitches*, for additional requirements specific to those attachments.

The manufacturer of the carrier vehicle shall ensure the supplied vehicle is compatible with all other provided attachments.

A. Radios

A tunable airport frequency two-way transceiver radio, complete with antennae and microphone shall be permanently installed in the vehicle. The installation of the transceiver shall conform to the requirements of the referenced SAE ARP equipment specifications. Handheld radio will not be permitted. Airport frequency radio shall be an ICOM IC-A110, or approved equal. Radio shall be equipped with adapter for connection with standard airband headset. Headset to be supplied by Owner.

2.2. AIRPORT RUNWAY BROOM

Snow removal equipment attachment shall include the furnishing and delivery of one (1) New Heavy-Duty Vehicle-Mounted Airport Runway Broom with a heavy-duty hydraulic-driven, engine end/side mounted sweeper. The broom head shall be a minimum of 32 inches in diameter, broom speed up to 200 rpm, and be hydrostatic drive with infinitely variable speed hydraulic pumps and fixed displacement motors. The provided airport runway broom shall comply with all requirements of SAE equipment specification ARP5564 (current edition), *Airport Runway Brooms*.

The manufacturer of the carrier vehicle shall ensure the supplied vehicle is compatible with the airport runway broom.

The airport sponsor requires this specified piece of equipment to maintain the airfield during large and small snow events. It will be a central and critical element in the fleet and in the effort to accomplish the airport's published snow plan. Experience building machines of this nature is mandatory as is a track record of recent manufacture and in-service record for machines comparable and similar to that specified. Therefore, location and contact lists are required in the bid package to enable the airport sponsor to contact at least five airports that have taken delivery of similar equipment from the bidder within the last two years. Bids received without including such location and contact list will be considered non-responsive and will not be considered.

A. Broom Head

The brush shall be a minimum of 32 inches in diameter. The broom head shall be a minimum of 8 feet long and shall sweep a clear width of 6 feet minimum with no gaps in swept coverage with the broom head turned in the sweeping position. The gap between center broom core sections shall be minimized. The broom head frame must sustain the loads imposed by the snow removal capacity of the unit. The broom head frame shall include provisions for grease between the mating surfaces.

B. Brush Assembly

The brush assembly shall consist of a vehicular attachment mechanism, cylindrically shaped core, broom frame, hood and deflector, angling system, drive system, and casters.

C. Broom Hitch

The broom head shall be mounted and unmounted from the carrier vehicle by means of a broom head hitch of a size sufficient to support the weight and operation of the broom head. The broom hitch shall be capable of sustaining all loads imposed during operation. It shall provide free flotation for the broom head for bounce and skip free operation. The broom hitch shall have the necessary degrees of freedom to follow normal contours in the pavement and to accommodate surface irregularities, while sweeping at the rated speed without bouncing, skipping, binding, or sustaining damage.

D. Broom Hood

The broom hood shall be fabricated from heavy gauge sheet steel or other durable material and securely fastened to the broom frame. It shall shield the top half of the brush and shall be non-clog design to prevent snow and ice buildup underneath the hood at rated speeds. It shall provide the necessary quick access to the brush for replacement of bristles and for inspection.

E. Deflector

A hydraulically adjustable snow deflector shall be mounted at the front of the hood. It shall have the ability to influence the angle that snow leaves the broom for snow cast control purposes. The deflector shall be adjustable by the operator at the operator control station.

F. Broom Angle

The broom angling mechanism shall be hydraulically actuated and controlled by the operator using an electro-hydraulic device. The broom shall be capable of swinging 30 degrees maximum left and right from the bulldoze position. Controls for swinging the broom shall be in the cab. At full left or full right, no snow shall pass thru or carryover the bristles at rated speeds. The bearing mechanism shall allow frictionless motion through the swing range. Pivot points shall have grease able low friction bushings.

G. Broom Oscillation

The broom oscillation shall provide true flotation left to right for the broom head independent of the chassis to accommodate surface irregularities. It shall have at least 10 degrees (+/-5 degrees) of free-floating oscillation from left to right. The oscillating mechanism shall be low friction capable of being greased.

H. Broom Drive

The broom drive shall be hydrostatic and may be driven from either end, center, or from both ends. Power shall be supplied from hydrostatic pump driven by the carrier vehicle hydraulics. Hydrostatic motor(s) shall be tightly coupled to the broom core shaft with no looseness in any connection. The connection must be capable of handling the loads imposed by the hydrostatics.

Speed of broom shall be variable from 0 to 200 RPM at a minimum.

I. Broom Cores

The brush core shall be bearing supported and may be driven from either end, center, or from both ends. Idler bearings shall have a remote grease block located for easy service access. All steel-on-steel couplings of the drive and core must be replaceable hardened steel. The brush core shall be configured for bristle assemblies of wafers. The core shall be constructed to allow bristle sections to be easily removed in the field and replaced.

The broom core section must be constructed for efficient (tight) wafer stacking and to sustain the loads imposed by the snow removal capacity of the unit. The brush on the cores shall be designed for runway operation and shall be field replaceable with maximum ease without the use of special tools. The bristles shall be fastened in a radial wafer fashion to steel ring with wire. The wafers shall be a 50/50 combination of polypropylene and wire, conforming to Mil Spec F-83002. The polypropylene bristles shall be 0.075-inch by 0.105-inch oval shaped with a 5-pound total wafer weight minimum. The wire bristles shall have a mean diameter of 0.018 inches, galvanized, with a carbon content of 0.81 to 0.86 percent and an 8-pound total wafer weight minimum. All wafers shall be within 50 oz-in static balance and marked at the heavy location.

J. Broom Casters

The weight of the broom head shall be supported by swivel caster tire assemblies. They shall be mounted along the rear of the broom frame. The quantity of tires shall be commensurate with the loading from the brush head. The mounting position must be spaced for uniform weight distribution and shall track within the swept path of the brush. The caster tire assembly shall be capable of revolving a full 360 degrees and shall not bind or come into contact with the brush or any other surface of the broom throughout their full rotational arc. Loading and operating speed of the broom shall not overload the rating of the entire caster assembly including the tires and wheels. Caster tires shall be radial pneumatic tires. To keep the caster assembly from shimmying, a shimmy damper device is required for each assembly.

K. Broom Elevation and Brush Pattern Adjustment

The broom elevation mechanism shall be hydraulically actuated and controlled by the operator's joystick, which shall raise the brush off the surface and lower it for sweeping. An easily adjustable and accessible height adjustment that sets the brush pattern shall be provided. The brush pattern adjustment system shall be automatic.

L. Controls and Instrumentation

Controls shall be electric over hydraulic type. Instruments and controls shall be labeled in a manner to remain legible for the life of the unit and shall be illuminated. The operator station shall be conveniently mounted in-cab, user friendly and easily accessed by operators wearing heavy winter clothing. Gauges showing fluid pressures, temperature, and warning readings shall be furnished.

The controls in the chassis cab shall have the necessary functions to allow the operator to start and stop the broom, reposition snow deflector, regulate broom speed, angle, and lift and engine speed.

M. Hydraulic System

The hydraulic system shall consist of appropriate rams, pumps, piping, fittings, valves, controls, fluid reservoirs, filters, coolers, and other parts essential to its full operation. The system shall be capable of hydraulically positioning equipment through the entire range of its design limits. It shall be capable of operating all controls simultaneously without a detrimental reduction in power response.

All controls shall be in the vehicle cab. All hydraulic functions of the broom shall be electric over hydraulic valving. Connectors to the solenoids shall be interlocking type to provide a secure connection, which can withstand normal pressure washing procedures. All hydraulic positioning functions (broom head lift, broom head swing, and deflector) shall be equipped with a hydraulic position locking system. There shall be no hydraulic lines within the operator station.

The system shall be ruggedly constructed and able to withstand all imposed loads. It shall maintain operating temperatures suitable to all system components throughout normal operating conditions. The hydraulic system shall meet the same low temperature requirements as the engine coolant system.

Fillers within the hydraulic system shall conform to the Society of Automotive Engineers (SAE) Information Report, SAE J 931-Hydraulic Power Circuit Filtration. Proper filtering shall be done on both the high pressure and low-pressure circuits. There shall be a 5-micron absolute rating on the hydrostatic pumps' filters and placed in the charge pressure lines. A clogged filter indicator light is not required. Shut off valves for all filters below tank fluid level shall be installed to allow filter changes with minimal loss of oil.

All hoses for all systems shall be properly sized and strength to work with the pressure and volume of oil required. Only commercial quality hydraulic lines, hoses, and fittings that are capable of withstanding system working pressures under load are acceptable. Hydraulic hoses shall have a bursting pressure of three times their rated working pressure. All hoses shall be properly sized to ensure a proper flow of oil to working parts. The use of fittings, joints, and connections shall be kept to a minimum. Where required, hoses should be equipped with quick couplers as necessary to facilitate rapid removal and attachment.

The hydraulic fluid tank shall have a filler neck with a strainer, a drain plug, a shutoff valve, an air vent, and baffles. Its capacity shall exceed the volume of oil required for the operation of any combination of attachments by 50 percent. A sight glass shall be provided to allow the operator to verify that fluid level is sufficient for safe operation without the necessity of opening the system.

N. Quick Disconnects

Quick disconnects or couplers shall be provided for all controls, hydraulic hoses/lines, electrical cables, and instrumentation.

O. Finish

Broom to be cleaned, primed, and painted in accordance with the best commercial practice. The color shall be low gloss black to reduce glare for the operator and to aid in melting ice and snow.

2.3. SNOW PLOW

Snow removal equipment attachment shall include the furnishing and delivery of one (1) New Vehicle-Mounted Snow Plow. The 10-foot-minimum snow plow shall be a steel, hydraulically operated blade mounted to the engine end of the carrier vehicle. The snow plow shall be mounted and unmounted to the carrier vehicle by means of a hitch of a size sufficient to support the weight and operation of the snow plow. The provided snow plow shall comply with all requirements of SAE equipment specification ARP5943 (current edition), *Snowplows and Hitches*, for additional requirements specific to this attachment.

The manufacturer of the carrier vehicle shall ensure the supplied vehicle is compatible with the snow plow.

A. Construction

Snow plow construction shall be as follows:

1. The snow blade shall have a moldboard constructed of steel with a thickness of 10-gauge, minimum.
2. The snow blade shall have a straight moldboard with a height not less than 36 inches and shall be a minimum of 10 feet wide.
3. The snow blade shall have removable pin-on box end sections to allow the blade to function as a ramp plow.
4. The moldboard shall be constructed with full-length reinforcements.
5. Hitch shall be attached to moldboard reinforcements.
6. Vertical ribs shall be as required for rigidity.
7. Replaceable rubber cutting edges.
8. Replaceable skid shoes mounted on removable box end sections.

B. Plow Angle Hydraulic Reversing

The plow frame shall be equipped with two single acting telescoping type hydraulic cylinders enabling the plow to be angled left, right, or straight ahead. Plowing angle shall be variable, a minimum of 30 degrees each side of centerline. At maximum angle the reversing cylinders shall have sufficient stroke as to not be fully extended or retracted. The cylinders shall be heavy duty to allow for heavy snow plowing under severe conditions.

The reversing stops will stop the swing of the plow at 32-degrees in either the left or right direction.

C. Color

Moldboard shall be painted manufacturer's standard color. Plow to be cleaned, primed, and painted in accordance with the best commercial practice.

PART 3 – METHOD OF MEASUREMENT

Snow Removal Equipment and attachments shall be measured by the lump sum for the carrier vehicle, the airport runway broom, and the snow plow, each as identified in the Bid Schedule.

PART 4 – BASIS OF PAYMENT AND DELIVERY

Payment shall be made at the contract unit price for each piece of accepted equipment and attachment. The price shall be full compensation for furnishing all materials, and for all operations, hauling, delivery, and for all labor, equipment, tools, and incidentals necessary to complete the items.

Payment shall be made under:

Item SRE-100a	SRE Carrier Vehicle – per lump sum
Item SRE-100b	Vehicle-Mounted Airport Runway Broom – per lump sum
Item SRE-100c	Vehicle-Mounted Snow Plow – per lump sum

****END OF SRE-100****

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PROPOSAL FORM

Creve Coeur Airport Improvement Corporation
State Block Grant Project No. 23-113P-1

TO: Creve Coeur Airport Improvement Corporation

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

Schedule I - Acquire Snow Removal Equipment

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:

2871

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BID PROPOSAL SUMMARY

Bidder Name:

SCHEDULE I TOTAL \$ _____

TOTAL ALL SCHEDULES \$ _____

Bidder has examined the proposed site and is familiar with all site conditions.

Signature

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SCHEDULE I						
Item No.	Description		Units	Estimated Quantity	Unit Price	Total
SRE-100a	SRE Carrier Vehicle	at the unit price of: _____ dollars and _____ cents.	LS	1	\$ _____	\$ _____
SRE-100b	Vehicle-Mounted Airport Runway Broom	at the unit price of: _____ dollars and _____ cents.	LS	1	\$ _____	\$ _____
SRE-100c	Vehicle-Mounted Snow Plow	at the unit price of: _____ dollars and _____ cents.	LS	1	\$ _____	\$ _____

SCHEDULE I TOTAL \$ _____

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ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 30 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 thirty (30) 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 by July 30, 2024. However, if the notice to proceed is delayed beyond XXX X, 2024, an equivalent number of days past XXX X, 2024 will be added to the completion date.
- 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 \$500 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 0 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. 4 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the city in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein, when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

- j. 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:
- a. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - b. Has 50 or more employees.
 - c. Is a prime contractor or first tier subcontractor.
 - d. There is a contract, subcontract, or purchase order amounting to \$50,000 or more
- k. 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 of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- 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. **Prohibition of Non-Segregated Facilities** (41 CFR Part 60; 2 CFR Part 200, Appendix II(C)) The BIDDER agrees that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER agrees that a breach of this clause is a violation of the Equal Opportunity Clause in this contract.

"Segregated facilities" as used in this clause, means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

The Bidder shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

c. Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)

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

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as publish by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The offer/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 subcontractor provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

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

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction

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

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

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

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

f. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions (Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

1. The applicant represents that it is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is ☐ is not ☐ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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.

g. 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.

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

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. **The**

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

(a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -

(1) Applying subsection (a) would be inconsistent with the public interest;

(2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -

A. The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components of the facility or equipment; and

B. Final assembly of the facility or equipment has occurred in the United States; or

(4) Including domestic material will increase the cost of the overall project by more than 25%.

(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

(Buildings such as Terminal, SRE, ARFF, etc.)

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, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) 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:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

3249 **False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the
3250 Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may
3251 render the maker subject to prosecution under Title 18, United States Code.

3252	_____	_____
3253	Date	Signature
3254	_____	_____
3255	Company Name	Title

3256
3257
3258

BUY AMERICA WAIVER REQUEST

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

For Airfield Development Projects funded under the Airport Improvement Program

Instructions for Permissible Waivers

Nationwide Waivers: The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

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

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

Section 50101(b)(3) Waiver:

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

1. "Equipment" in Section 50101 shall mean the following:
 - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - b) Individual bid items as established within FAA Advisory Circular 150/5370-10.
 - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - d) Items listed under the Nationwide Waiver referenced above do not require further review.
2. The bidder must base the U.S. percentage upon the value that results from completing the following Content Percentage Calculation Worksheet. The Bidder must submit the content percentage calculation worksheet as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product. Final assembly location is the location where the equipment is assembled, not the project site itself.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA

component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

8. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Content Percentage Calculation Worksheet is not necessary for equipment listed on the FAA national listing:

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

Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the Nationwide Buy American conformance list.

10. In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not Labor.

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

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

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Buy American Project/Product Content Percentage Calculation – Worksheet

Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):

☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone: Extension:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total **U.S.** Material Content Cost: Percentage: %

Total **Non-U.S.** Material Content Cost: Percentage: %

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☐ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost: <input type="text"/>	Percentage: <input type="text"/> %
Iron	Cost: <input type="text"/>	Percentage: <input type="text"/> %
Non-ferrous metals	Cost: <input type="text"/>	Percentage: <input type="text"/> %
Plastic and polymer-based products	Cost: <input type="text"/>	Percentage: <input type="text"/> %
Glass (including optic glass)	Cost: <input type="text"/>	Percentage: <input type="text"/> %
Lumber	Cost: <input type="text"/>	Percentage: <input type="text"/> %
Drywall	Cost: <input type="text"/>	Percentage: <input type="text"/> %

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Project Material Structure Worksheet


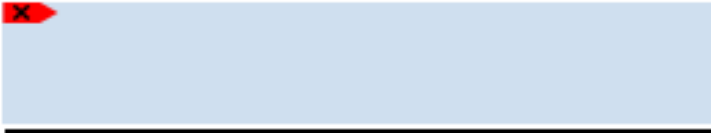
Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0			1	Each						

– CONFIDENTIAL –

**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF
INFORMATION ACT**

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____ **Date:** _____

Name: _____

Title: _____

Submit by Email

FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA-Use Only Section

-- CONFIDENTIAL --
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4
OF THE FREEDOM OF INFORMATION ACT

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: Date:

FAA Eligible Item: FAA Item Number (if applicable):

Address of Final Assembly Location:

1. Provide a description of the assembly process occurring at the specified final location in the United States.

a. Describe the final assembly process and its various operations.

b. How long does the final assembly process take to complete?


2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.

a. How many employees are involved in the final assembly process and what is the general skill level of those employees?

b. What type of equipment is used during the final assembly process?

c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: 

Name:

[Submit by Email](#)

FAA Form 5100-137 (8/20) SUPERSEDES PREVIOUS EDITION

BUY AMERICA CONFORMANCE LISTING

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

For Airfield Development Projects funded under the Airport Improvement Program

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

Equipment Type	Name of Manufacturer	Product Number

Certification Signature:

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

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

I hereby certify the above information is accurate and complete.

Bidder's Firm Name

Date

Signature

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

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

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

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

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

(Affiant Signature)

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

(Notary Public)

My commission expires:

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

Only those firms currently certified as DBEs by the Missouri Department of Transportation (MoDOT), City of St. Louis, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address:

<http://www.modot.org/dbe-program>

- 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.

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

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

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

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CONTRACTOR'S STATEMENT OF QUALIFICATIONS

Qualifications shall be furnished with the bid proposal as described in Section 20 of the General Provisions, including resumes of all key personnel detailing experience on similar airfield construction projects as stated in paragraph 2 of Section 2, Instructions to Bidders.

Name of firm, address with zip code

Project Contact Name.....

Area Code/Telephone Number

Area Code/Fax Number

Federal I.D. Number

The Contractor is **required** to perform an amount equal to or at least **50 percent** of the total contract cost.

% of work by Contractor

No. of permanent employees

No. of years in business

Have you done business under different name? If so, please give name and location.

- Provide list of equipment available for the work.
- Provide resumes of all key personnel that would be available.
- Provide list of projects completed within last five years that are similar in scope to the one being bid, including cost of each, and owner contact information.
- Provide list of projects currently under construction, including costs of each, and owner contact information.
- Provide "evidence of competency" and "evidence of financial responsibility" in accordance with Section 20-02 of the General Provisions. If the Bidder is presently pre-qualified with the Missouri Department of Transportation (MoDOT), evidence of this pre-qualification may serve as evidence of financial responsibility in lieu of the certified financial statements and reports.

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**THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
WITH SECTIONS B-1 THROUGH B-40 FILLED OUT COMPLETELY**

SIGNATURE OF BIDDER

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

() sole individual () partnership () joint venture

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

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

Name of individual,
all partners
or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation, show its name above)

ATTEST: (SEAL)

(Signature) Secretary

(Signature) (Title)

Please print name

Please print name

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

Intentionally Left Blank

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

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto Creve Coeur Airport Improvement Corporation, 14301 Creve Coeur Airport Road, MO 63146 as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

Schedule I - Acquire Snow Removal Equipment

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

CONDITION

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

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

- 3517 a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the
3518 Contract; or
3519
3520 b. Undertake to perform and complete the Contract itself, through its agents or through independent
3521 contractors; or
3522
3523 c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a
3524 contract for performance and completion of the Contract; arrange for a contract to be prepared
3525 for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be
3526 secured with performance and payment bonds executed by a qualified surety equivalent to the
3527 Bonds issued on the Contract; and make available as work progresses (even though there should
3528 be a default or a succession of defaults under the contract or contracts of completion arranged
3529 under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract
3530 price; but not exceeding, including other costs and damages for which the Surety may be liable
3531 hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this
3532 paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the
3533 Contract and any amendments thereto, disbursed at the rate provided in the original contract, less
3534 the amount properly paid by OWNER to CONTRACTOR.
3535
3536 d. With written consent of the OWNER, SURETY may waive its right to perform and complete,
3537 arrange for completion or obtain a new contractor and with reasonable promptness, investigate
3538 and determine the amount the SURETY is liable to the OWNER and tender payment therefor to
3539 the OWNER.
3540
3541 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the
3542 OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by
3543 the OWNER, with or without suit, are in addition to the balance of the contract price.
3544
3545 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than
3546 the OWNER named herein or the successors or assigns of the OWNER.
3547

WITNESS

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

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Corporate Seal)

Name and Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____

Intentionally Left Blank

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

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto Creve Coeur Airport Improvement Corporation, 14301 Creve Coeur Airport Road MO, 63146 as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

Schedule I - Acquire Snow Removal Equipment

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

CONDITION

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

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

- 3631 **4.** The amount of this bond shall be reduced by and to the extent of any payments made in good faith
3632 hereunder.
3633
- 3634 **5.** Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the
3635 performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the
3636 CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by
3637 the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the
3638 CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the
3639 funds for the completion of the project.
3640

WITNESS

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

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

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FORM OF CONTRACT AGREEMENT

Creve Coeur Airport Improvement Corporation
State Block Grant Project No. 23-113P-1

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is

BY AND BETWEEN

the OWNER: Name: _____

Address: _____

City/State/Zip Code: _____

And the CONTRACTOR: Name: _____

Address: _____

City/State/Zip Code: _____

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Creve Coeur Airport generally described as follows;

Schedule I - Acquire Snow Removal Equipment

hereinafter referred to as the Project.

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

Article 1 – Work

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

Article 2 – Contract Documents

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

3734 **Article 3 – Contract Price**

3735 In consideration of the faithful performance and completion of the Work by the CONTRACTOR in
3736 accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

3737
3738
3739 _____
3740 (Amount in Written Words)

3737
3738
3739 _____
3740 (Amount in Numerals)

3741 subject to the following;

- 3742
- 3743 **a.** Said amount is based on the schedule of prices and estimated quantities stated in
3744 CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;
3745
- 3746 **b.** Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit prices
3747 multiplied by the associated estimated quantities;
3748
- 3749 **c.** CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that
3750 the determination of actual quantities is to be made by the OWNER’S ENGINEER;
3751
- 3752 **d.** Said amount is subject to modification for additions and deductions as provided for within the
3753 Contract General Provisions.
3754

3755 **Article 4 – Payment**

3756 Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by
3757 reason of faithful performance of the work, taking into consideration additions to or deductions from the
3758 Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work”
3759 authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and
3760 acceptance.
3761

3762 The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims
3763 against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this
3764 Contract.
3765

3766 OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the
3767 General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value
3768 of work performed and materials completed in place in accordance with the Contract Drawings and
3769 Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.
3770

3771 **Article 5 – Contract Time**

3772 The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the
3773 OWNER’S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within July 30, 2024
3774 calendar days of the commencement date stated within the Notice-to-Proceed.
3775

3776 It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the
3777 Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be
3778 permitted by execution of a formal modification to this Contract Agreement in accordance with the General
3779 Provisions and as approved by the OWNER.
3780

3781 **Article 6 – Liquidated Damages**

3782 The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work
3783 and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the
3784 authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the
3785 difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense.
3786 Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as
3787 liquidated damages the non-penal sum of \$500 per day for each calendar day required in excess of the authorized

Contract Time. In addition, up to N/A/Completion Date for the construction manager plus up to N/A/Completion Date for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

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

Article 8 – CONTRACTOR’S Certifications

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

- a. **Certification of Eligibility** (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- b. **Certification of Non-Segregated Facilities** (41 CFR Part 60-1.8)

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

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

Article 9 – Miscellaneous

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

Article 10 – OWNER’S Representative

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

[Consulting Firm Name]
[Consulting Firm Address – Line 1]
[Consulting Firm Address – Line 2]

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

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

OWNER

CONTRACTOR

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

Signature

By: _____

Signature

Title of Representative

Title of Representative

ATTEST:

ATTEST:

By: _____

Signature

By: _____

Signature

Title

Title

SRE-100 - UTILITY SNOW REMOVAL EQUIPMENT WITH ATTACHMENTS

PART 1 - GENERAL

1.1. DESCRIPTION

A. Work Included

These specifications contemplate the furnishing and delivery of one (1) new, current production year model, standard production carrier vehicle, a minimum 8-foot airport runway broom, and a minimum 10-foot snow plow.

This snow removal carrier vehicle shall be designed for one-man operation and used for snow removal operations on ramps, taxiways and runways between lights and signs. The design of these units shall ensure positive tire-to-ground tractive effort while clearing snow. All parts and components of this unit shall be engineered to sustain the maximum load limits and severe operating conditions encountered in snow removal, while resulting in minimum wear and failure.

B. Related Information

The carrier vehicle shall comply with all applicable FMCSR and FMVSS quality/safety standards, and requirements of the FAA Advisory Circular (AC) 150/5220-20A (current revision), *Airport Snow and Ice Control Equipment*, as well as the current edition of all Society of Automotive Engineers (SAE) Aerospace Recommended Practice (ARP) specifications applicable to snow removal equipment.

1.2. CERTIFICATION

The Bidder shall certify with the submission of the bid that the goods the bidder intends to provide comply with the performance, design, and manufacturing requirements of this specification, FAA AC 150/5220-20A, and all applicable SAE ARP equipment specifications.

1.3. SYSTEM DESCRIPTION

The snow removal equipment shall consist of a new, current production year model, carrier vehicle. The unit shall be compatible with all types of snow removal operations. The carrier vehicle shall provide a minimum of 55 PTO horsepower at rated engine rpm at cab side of the carrier vehicle.

Several attachments to aid in the removal of snow and ice shall also be provided:

- Hydraulic-driven airport runway broom attached to the engine end. The broom head shall be a minimum of 8 feet long, capable of sweeping a clear width of 6 feet minimum with the broom head turned in the sweeping position.
- A minimum 10-foot snow plow, hydraulically driven and mounted on the engine end.

1.4. SUBMITTALS

A. Initial Equipment Submittal

The Bidder shall submit as part of their Bid, complete documentation and illustrative descriptions of all major components and systems comprising the Goods offered to indicate conformance with the specifications. The Bidder shall also submit as part of the Bid a proposed policy for parts and service availability. Award will not be made to a Bidder that has not provided a complete initial equipment submittal.

B. Shop Drawings

Within twenty-one calendar days of the effective date of the Procurement Agreement, the Contractor shall provide to the Engineer complete shop drawings of all system components and operating systems comprising the Goods to be provided.

C. Technical Publications

The Contractor shall provide technical publications in conformance with the requirements of this specification or the requirements of the referenced SAE ARP equipment specifications, whichever is higher. The Contractor shall provide, at the time of delivery of Goods to the Owner, two complete sets of the following documentation as part of the Operations and Maintenance Manuals requirements in accordance with the standard commercial practices applicable to the carrier vehicle, snow plow, and runway broom furnished under this contract. Each set shall include one copy each of:

1. Operator's Manual with lubrication chart. Operator's Manual shall be a printed document.
2. Maintenance and Service Manual. All applicable service manuals, to include service and repair manuals for all assemblies and subassemblies such as power plant, drive system, hydraulic system, etc. Maintenance and Service Manual shall be a printed document.
3. Parts Manual. All parts not originally fabricated by the manufacturer of the carrier vehicle shall be cross-referenced by the original manufacturer's name and number as well as the supplier's number.
4. Electrical schematics.
5. Electronic Manuals. Provide all available manuals in pdf format.
6. Operator Video. Provide a video for operator training of all features of the unit.

1.5. QUALITY ASSURANCE

The Contractor shall be responsible for the performance inspection requirements specified herein. Except as otherwise specified, the Contractor shall utilize his own or any other inspection facilities or services. The Contractor shall maintain records of inspections and tests. Copies of these records shall be provided to the Purchaser.

1.6. DELIVERY, STORAGE AND HANDLING

Vehicle shipping costs (FOB) are the responsibility of the Bidder. The Contractor shall conform to the delivery, storage, and handling requirements of this specification or the requirements of the referenced SAE ARP equipment specifications, whichever is higher.

A. Preparation for Delivery

1. The equipment shall be packed in such a manner as to insure acceptance and safe delivery to the designated point.
2. Marking for shipment shall be in accordance with the instructions issued by the Purchaser.
3. Delivery shall be in accordance with the conditions of the Procurement Agreement.
4. The cost of delivery for all items shall be included in the bid price.

1.7. WARRANTY

At a minimum, a one-year warranty or the warranty period required by the referenced SAE ARP equipment specifications, the greater of the two shall be provided for the carrier vehicle and all attachments. The successful Bidder shall be responsible for warranty work on all equipment and components, including attachments and non-factory parts. Provide point of contact name and telephone number for warranty service and parts that is available 24 hours per day, 7 days per week, 365 days per year.

1.8. MATERIALS

Materials shall conform to the specifications listed in this document, FAA AC 150/5220-20A, and the materials requirements specified in the referenced SAE ARP equipment specifications. Materials shall be of the best quality available for their intended commercial use. Component parts shall be new and free of all defects and imperfections that could affect the serviceability of the finished product. All materials supplied shall be of current serial numbers representing that the materials are current and readily available upon need due to failure and normal replacement. No obsolete, but unused parts shall be utilized in the manufacturing of this equipment.

1.9. DESIGN

Equipment shall be developed in accordance with the best engineering practices available. Vehicle design shall include current state-of-the-art procedures that consider improved cab visibility, interior lighting and the mitigation of noise and vibration. Design and installation of equipment shall permit easy accessibility for maintenance and service. All vehicle stress points shall be designed to distribute and dissipate shock forces. The provided equipment shall comply with all design requirements specified in the referenced SAE ARP equipment specifications.

1.10. ASSEMBLY

Equipment shall be manufactured to provide maximum protection against structural member failures. Equipment shall withstand the cold, moisture, strains, jars, vibration, and other conditions that are likely to be encountered during operation. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks, or other elements that might cause injury to personnel or damage to equipment. All oil, hydraulic, air lines, and electrical wiring shall be in protected positions properly attached to the frame or body structure. Wherever these lines pass through structural members, they shall be protected with looms or grommets except where a through- frame connector is necessary. The provided equipment shall comply with all assembly and/or construction requirements specified in the referenced SAE ARP equipment specifications.

1.11. NAME, SERVICE, AND INSTRUCTION PLATES

All information plates shall be made of either non-corrosive metal or plastic with the information engraved, stamped, or etched thereon. Plates shall be mounted in a conspicuous place with screws, bolts, rivets, or exterior type pressure sensitive tape. Plates shall identify make, model, serial number, and any other relevant data. All plates shall conform to the requirements of the referenced SAE ARP equipment specifications.

PART 2 - EQUIPMENT

The snow removal equipment shall consist of a new, current production year model carrier vehicle, and a minimum of 55 PTO horsepower cab side at rated engine rpm. The unit shall be compatible with all types of snow removal operations. Attachments include engine end mounted hydraulic-driven 8-Foot Airport Runway Broom and 10-Foot Snow Plow.

The following section serves as a guide on specific component requirements.

2.1. CARRIER VEHICLE

The carrier vehicle shall be a new, current production year model standard production carrier vehicle. The provided carrier vehicle shall comply with all carrier vehicle requirements of SAE equipment specification ARP5539 (current edition), *Rotary Plow with Carrier Vehicle*. The carrier vehicle shall also comply with all applicable carrier vehicle requirements provided in SAE equipment specifications ARP5564 (current edition), *Airport Runway Brooms*, and ARP5943 (current edition), *Snowplows and Hitches*, for additional requirements specific to those attachments.

The manufacturer of the carrier vehicle shall ensure the supplied vehicle is compatible with all other provided attachments.

A. Radios

A tunable airport frequency two-way transceiver radio, complete with antennae and microphone shall be permanently installed in the vehicle. The installation of the transceiver shall conform to the requirements of the referenced SAE ARP equipment specifications. Handheld radio will not be permitted. Airport frequency radio shall be an ICOM IC-A110, or approved equal. Radio shall be equipped with adapter for connection with standard airband headset. Headset to be supplied by Owner.

2.2. AIRPORT RUNWAY BROOM

Snow removal equipment attachment shall include the furnishing and delivery of one (1) New Heavy-Duty Vehicle-Mounted Airport Runway Broom with a heavy-duty hydraulic-driven, engine end/side mounted sweeper. The broom head shall be a minimum of 32 inches in diameter, broom speed up to 200 rpm, and be hydrostatic drive with infinitely variable speed hydraulic pumps and fixed displacement motors. The provided airport runway broom shall comply with all requirements of SAE equipment specification ARP5564 (current edition), *Airport Runway Brooms*.

The manufacturer of the carrier vehicle shall ensure the supplied vehicle is compatible with the airport runway broom.

The airport sponsor requires this specified piece of equipment to maintain the airfield during large and small snow events. It will be a central and critical element in the fleet and in the effort to accomplish the airport's published snow plan. Experience building machines of this nature is mandatory as is a track record of recent manufacture and in-service record for machines comparable and similar to that specified. Therefore, location and contact lists are required in the bid package to enable the airport sponsor to contact at least five airports that have taken delivery of similar equipment from the bidder within the last two years. Bids received without including such location and contact list will be considered non-responsive and will not be considered.

A. Broom Head

The brush shall be a minimum of 32 inches in diameter. The broom head shall be a minimum of 8 feet long and shall sweep a clear width of 6 feet minimum with no gaps in swept coverage with the broom head turned in the sweeping position. The gap between center broom core sections shall be minimized. The broom head frame must sustain the loads imposed by the snow removal capacity of the unit. The broom head frame shall include provisions for grease between the mating surfaces.

B. Brush Assembly

The brush assembly shall consist of a vehicular attachment mechanism, cylindrically shaped core, broom frame, hood and deflector, angling system, drive system, and casters.

C. Broom Hitch

The broom head shall be mounted and unmounted from the carrier vehicle by means of a broom head hitch of a size sufficient to support the weight and operation of the broom head. The broom hitch shall be capable of sustaining all loads imposed during operation. It shall provide free flotation for the broom head for bounce and skip free operation. The broom hitch shall have the necessary degrees of freedom to follow normal contours in the pavement and to accommodate surface irregularities, while sweeping at the rated speed without bouncing, skipping, binding, or sustaining damage.

D. Broom Hood

The broom hood shall be fabricated from heavy gauge sheet steel or other durable material and securely fastened to the broom frame. It shall shield the top half of the brush and shall be non-clog design to prevent snow and ice buildup underneath the hood at rated speeds. It shall provide the necessary quick access to the brush for replacement of bristles and for inspection.

E. Deflector

A hydraulically adjustable snow deflector shall be mounted at the front of the hood. It shall have the ability to influence the angle that snow leaves the broom for snow cast control purposes. The deflector shall be adjustable by the operator at the operator control station.

F. Broom Angle

The broom angling mechanism shall be hydraulically actuated and controlled by the operator using an electro-hydraulic device. The broom shall be capable of swinging 30 degrees maximum left and right from the bulldoze position. Controls for swinging the broom shall be in the cab. At full left or full right, no snow shall pass thru or carryover the bristles at rated speeds. The bearing mechanism shall allow frictionless motion through the swing range. Pivot points shall have grease able low friction bushings.

G. Broom Oscillation

The broom oscillation shall provide true flotation left to right for the broom head independent of the chassis to accommodate surface irregularities. It shall have at least 10 degrees (+/-5 degrees) of free-floating oscillation from left to right. The oscillating mechanism shall be low friction capable of being greased.

H. Broom Drive

The broom drive shall be hydrostatic and may be driven from either end, center, or from both ends. Power shall be supplied from hydrostatic pump driven by the carrier vehicle hydraulics. Hydrostatic motor(s) shall be tightly coupled to the broom core shaft with no looseness in any connection. The connection must be capable of handling the loads imposed by the hydrostatics.

Speed of broom shall be variable from 0 to 200 RPM at a minimum.

I. Broom Cores

The brush core shall be bearing supported and may be driven from either end, center, or from both ends. Idler bearings shall have a remote grease block located for easy service access. All steel-on-steel couplings of the drive and core must be replaceable hardened steel. The brush core shall be configured for bristle assemblies of wafers. The core shall be constructed to allow bristle sections to be easily removed in the field and replaced.

The broom core section must be constructed for efficient (tight) wafer stacking and to sustain the loads imposed by the snow removal capacity of the unit. The brush on the cores shall be designed for runway operation and shall be field replaceable with maximum ease without the use of special tools. The bristles shall be fastened in a radial wafer fashion to steel ring with wire. The wafers shall be a 50/50 combination of polypropylene and wire, conforming to Mil Spec F-83002. The polypropylene bristles shall be 0.075-inch by 0.105-inch oval shaped with a 5-pound total wafer weight minimum. The wire bristles shall have a mean diameter of 0.018 inches, galvanized, with a carbon content of 0.81 to 0.86 percent and an 8-pound total wafer weight minimum. All wafers shall be within 50 oz-in static balance and marked at the heavy location.

J. Broom Casters

The weight of the broom head shall be supported by swivel caster tire assemblies. They shall be mounted along the rear of the broom frame. The quantity of tires shall be commensurate with the loading from the brush head. The mounting position must be spaced for uniform weight distribution and shall track within the swept path of the brush. The caster tire assembly shall be capable of revolving a full 360 degrees and shall not bind or come into contact with the brush or any other surface of the broom throughout their full rotational arc. Loading and operating speed of the broom shall not overload the rating of the entire caster assembly including the tires and wheels. Caster tires shall be radial pneumatic tires. To keep the caster assembly from shimmying, a shimmy damper device is required for each assembly.

K. Broom Elevation and Brush Pattern Adjustment

The broom elevation mechanism shall be hydraulically actuated and controlled by the operator's joystick, which shall raise the brush off the surface and lower it for sweeping. An easily adjustable and accessible height adjustment that sets the brush pattern shall be provided. The brush pattern adjustment system shall be automatic.

L. Controls and Instrumentation

Controls shall be electric over hydraulic type. Instruments and controls shall be labeled in a manner to remain legible for the life of the unit and shall be illuminated. The operator station shall be conveniently mounted in-cab, user friendly and easily accessed by operators wearing heavy winter clothing. Gauges showing fluid pressures, temperature, and warning readings shall be furnished.

The controls in the chassis cab shall have the necessary functions to allow the operator to start and stop the broom, reposition snow deflector, regulate broom speed, angle, and lift and engine speed.

M. Hydraulic System

The hydraulic system shall consist of appropriate rams, pumps, piping, fittings, valves, controls, fluid reservoirs, filters, coolers, and other parts essential to its full operation. The system shall be capable of hydraulically positioning equipment through the entire range of its design limits. It shall be capable of operating all controls simultaneously without a detrimental reduction in power response.

All controls shall be in the vehicle cab. All hydraulic functions of the broom shall be electric over hydraulic valving. Connectors to the solenoids shall be interlocking type to provide a secure connection, which can withstand normal pressure washing procedures. All hydraulic positioning functions (broom head lift, broom head swing, and deflector) shall be equipped with a hydraulic position locking system. There shall be no hydraulic lines within the operator station.

The system shall be ruggedly constructed and able to withstand all imposed loads. It shall maintain operating temperatures suitable to all system components throughout normal operating conditions. The hydraulic system shall meet the same low temperature requirements as the engine coolant system.

Fillers within the hydraulic system shall conform to the Society of Automotive Engineers (SAE) Information Report, SAE J 931-Hydraulic Power Circuit Filtration. Proper filtering shall be done on both the high pressure and low-pressure circuits. There shall be a 5-micron absolute rating on the hydrostatic pumps' filters and placed in the charge pressure lines. A clogged filter indicator light is not required. Shut off valves for all filters below tank fluid level shall be installed to allow filter changes with minimal loss of oil.

All hoses for all systems shall be properly sized and strength to work with the pressure and volume of oil required. Only commercial quality hydraulic lines, hoses, and fittings that are capable of withstanding system working pressures under load are acceptable. Hydraulic hoses shall have a bursting pressure of three times their rated working pressure. All hoses shall be properly sized to ensure a proper flow of oil to working parts. The use of fittings, joints, and connections shall be kept to a minimum. Where required, hoses should be equipped with quick couplers as necessary to facilitate rapid removal and attachment.

The hydraulic fluid tank shall have a filler neck with a strainer, a drain plug, a shutoff valve, an air vent, and baffles. Its capacity shall exceed the volume of oil required for the operation of any combination of attachments by 50 percent. A sight glass shall be provided to allow the operator to verify that fluid level is sufficient for safe operation without the necessity of opening the system.

N. Quick Disconnects

Quick disconnects or couplers shall be provided for all controls, hydraulic hoses/lines, electrical cables, and instrumentation.

O. Finish

Broom to be cleaned, primed, and painted in accordance with the best commercial practice. The color shall be low gloss black to reduce glare for the operator and to aid in melting ice and snow.

2.3. SNOW PLOW

Snow removal equipment attachment shall include the furnishing and delivery of one (1) New Vehicle-Mounted Snow Plow. The 10-foot-minimum snow plow shall be a steel, hydraulically operated blade mounted to the engine end of the carrier vehicle. The snow plow shall be mounted and unmounted to the carrier vehicle by means of a hitch of a size sufficient to support the weight and operation of the snow plow. The provided snow plow shall comply with all requirements of SAE equipment specification ARP5943 (current edition), *Snowplows and Hitches*, for additional requirements specific to this attachment.

The manufacturer of the carrier vehicle shall ensure the supplied vehicle is compatible with the snow plow.

A. Construction

Snow plow construction shall be as follows:

1. The snow blade shall have a moldboard constructed of steel with a thickness of 10-gauge, minimum.
2. The snow blade shall have a straight moldboard with a height not less than 36 inches and shall be a minimum of 10 feet wide.
3. The snow blade shall have removable pin-on box end sections to allow the blade to function as a ramp plow.
4. The moldboard shall be constructed with full-length reinforcements.
5. Hitch shall be attached to moldboard reinforcements.
6. Vertical ribs shall be as required for rigidity.
7. Replaceable rubber cutting edges.
8. Replaceable skid shoes mounted on removable box end sections.

B. Plow Angle Hydraulic Reversing

The plow frame shall be equipped with two single acting telescoping type hydraulic cylinders enabling the plow to be angled left, right, or straight ahead. Plowing angle shall be variable, a minimum of 30 degrees each side of centerline. At maximum angle the reversing cylinders shall have sufficient stroke as to not be fully extended or retracted. The cylinders shall be heavy duty to allow for heavy snow plowing under severe conditions.

The reversing stops will stop the swing of the plow at 32-degrees in either the left or right direction.

C. Color

Moldboard shall be painted manufacturer's standard color. Plow to be cleaned, primed, and painted in accordance with the best commercial practice.

PART 3 – METHOD OF MEASUREMENT

Snow Removal Equipment and attachments shall be measured by the lump sum for the carrier vehicle, the airport runway broom, and the snow plow, each as identified in the Bid Schedule.

PART 4 – BASIS OF PAYMENT AND DELIVERY

Payment shall be made at the contract unit price for each piece of accepted equipment and attachment. The price shall be full compensation for furnishing all materials, and for all operations, hauling, delivery, and for all labor, equipment, tools, and incidentals necessary to complete the items.

Payment shall be made under:

Item SRE-100a	SRE Carrier Vehicle – per lump sum
Item SRE-100b	Vehicle-Mounted Airport Runway Broom – per lump sum
Item SRE-100c	Vehicle-Mounted Snow Plow – per lump sum

****END OF SRE-100****

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