

DATE: **May 27, 2025**

PROJECT NAME: **LXT General Aviation Terminal
Lee's Summit City Project #17932172**

ADDRESS: **2720 Northeast Hagan Road
Lee's Summit, MO 64064**

TO: **All Plan Holders and Potential Bidders**

ADDENDUM No. **2**

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents dated May 7, 2025.

FAILURE TO RECOGNIZE THE ADDENDUM ON THE PROPOSAL FORM MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Contracting Requirements:

The due date for bids is being revised from Thursday May 29th, 2025 at 2:00pm to Tuesday June 3rd, 2025 at 2:00pm.

The Bid Worksheet Excel file has been updated and uploaded to QuestCDN website.

Specifications:

1. Notice To Bidders

- a. **DELETE** references to drawing and specification file locations.

2. General Provisions, Section 20

- a. **REVISE** 20-11 Delivery of proposal.

3. SECTION 01120 Measurement and Payment

- a. **REORDER** Pay Item numbers 2.01 and 2.02 to match Bid Worksheet.
- b. **REVISE** Pay Item numbering to be sequential and match Bid Worksheet.
- c. **REVISE** Pay Item 2.10 Cement (Soil Stabilization) unit from per "square" to per "ton".
- d. **REVISE** Pay Item 2.51 General Aviation Building Complete.

4. SECTION 9 - Bid Proposal Form

- a. **REVISE** the bid proposal forms with the attached revised bid forms.

Drawings:

None

END OF ADDENDUM BRIEF



SECTION 1 NOTICE TO BIDDERS

**CITY OF LEE'S SUMMIT, MISSOURI
KANSAS CITY - LEE'S SUMMIT
REGIONAL AIRPORT
General Aviation Terminal
Lee's Summit City Project
#17932172**

Sealed bids subject to the conditions and provisions presented herein will be received until **2:00 PM** **Prevailing Central Time, May 29 June 3, 2025**, and then publicly opened and read via Microsoft Teams video

conferencing at: Meeting ID: 212 475 292 863 9 Passcode: BX3dP2vp, for furnishing all labor, materials, equipment and performing all work necessary to construct the **General Aviation Terminal Project**.

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

City Hall; 220 SE Green Street; Lee's Summit, MO 64063
McGraw-Hill Construction Dodge/AGC; 6330 Knox Industrial Drive, 1st Floor; St. Louis, MO 63139 Missouri AGC Construction News; 1221 Jefferson Street, Lower Level; Jefferson City, MO 65109 www.agcmo.org
The Builders' Association; 632 West 39th Street; Kansas City, MO 64111
Crawford, Murphy & Tilly, Inc.; 211 NW Executive Way, Suite H; Lee's Summit, MO 64063

A complete set of bid documents may be obtained electronically through the Quest vBid system at www.QuestCDN.com (Quest No. 9662607) **To obtain the Bidding Document files and to submit a bid for the Work, a total fee of \$42 will be required at time of download.** Questions regarding bids shall be directed to Jerry Bollinger, Project Manager, at Crawford, Murphy & Tilly, Inc. gbollinger@cmtengr.com or by calling 317-492-9173. Questions must be submitted at least 7 calendar days prior to the bid opening. Electronic files, beyond those available on the Quest Bid system, will not be available for the bidding of this project.

A prebid conference for this project will be held at **10:00 AM Prevailing Central Time, May 15, 2025** in the Howard A Conference Room at City Hall, 220 SE Green Street; Lee's Summit, MO 64063.

Contract Work Items. This project will involve the work items and estimated quantities shown on the Bid Proposal form at the end of these documents. Prospective bidders are hereby advised that the quantities indicated herein are approximate and are subject to change.

Contract Time. The owner has established a contract performance time of **Four Hundred twenty-five 425 calendar days for building construction and site improvements** from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual.

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

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

Award of Contract. All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **City of Lee's Summit** for a period not to exceed **(120) one hundred twenty** calendar days from the date of the bid opening for the purpose of conducting the bid evaluation.

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

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

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

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

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

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

Timetables

Goals for minority participation for each
trade: **12.7%**. Goals for female participation in
each trade: **6.9%**.

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Lee's Summit, Cass and Jackson Counties, Missouri.**

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

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

Disadvantaged Business Enterprise – 49 CFR Part 26: The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MoDOT and the **City of Lee's Summit, MO** 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. 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. A DBE contract goal of **Twelve (12%) percent** has been established for this contract. The non-DBE bidder shall subcontract **12 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 documentation (signed contract proposal) of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; and (5) if the contract goal is not met, evidence of good faith efforts, as described in Appendix A to 49 CFR Part 26.

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

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

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

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

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

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

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

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

Additional Provisions:

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

The proposal must be made on the forms provided. Bidders must supply all required information prior to the time of bid opening. All required documents must be uploaded to the Quest vBid system prior to the stated bid opening time to be considered a responsive bidder.

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See Notice to Bidders and Instruction to Bidders

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*.

Unit Price bid for Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. For details regarding the pre-bid meeting time, date and place of meeting refer to the Notice to Bidders

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is 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 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 site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and 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 to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their 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 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 whether 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. Electronically submit proposals per Instructions To Bidders via the Quest CDN system.~~

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 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 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 seven (7) calendar 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

SECTION 01120

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED AND DEFINITIONS

- A. The term "all costs", as used in the payment descriptions within Part 2, is defined as full compensation for all equipment, labor, material and incidental costs.
- B. The Work of this Contract (and subsequent payment) consists of furnishing all equipment, labor, material and incidentals, as well as performing all construction, installation and testing of all improvements, modifications and additions, all as shown on the Drawings and detailed in the Specifications.
- C. All work shown on the Drawings or detailed in the Specifications and not specifically set forth in Article 5 of the Agreement as a pay item shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the prices named in the proposal.
- D. Progress measurements (for progress payments on the pay applications) shall be determined by the amount of work performed during a given period.
 - 1. Payments for items with a lump sum unit shall be based on one of the three options below, with the payment method being agreed upon by all parties.
 - i. Field measured to determine the actual value.
 - ii. An estimated value of the work performed.
 - iii. Pro-rated over the life of the contract, based off contract time or based off the total value of work performed percentage.
 - 2. Payments for items with a unit that may be measured to the tenth may be paid to the tenth. However, rounding will only occur during the final pay application and shall not be applied to any progress measurements.
- E. Final measurement is to be applied to the final pay application. Items not requiring final measurement will pay the full amount in Article 5 of the Agreement, unless appreciable errors are found or changes are authorized by the Owner.
- F. Rounding shall be performed during the final pay application, and rounding shall be to the nearest whole number, with 0 thru 4 being rounded down, and 5 thru 9 being rounded up. The following items will not be rounded, and shall be paid to the nearest tenth:
 - 1. Seed and Mulching.

PART 2 PAY ITEMS (IN ORDER OF BID ITEMS)

2.01 TEMPORARY TRAFFIC CONTROL

- A. The unit of measurement for traffic control will be by lump sum.

Payment for temporary traffic control shall be per lump sum as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, temporary striping, arrow boards, construction signs, barricades, concrete jersey barriers and channelization devices as required by drawings and specifications. Payment for relocating and maintaining several types of traffic control devices in full operating order including light operational and relocating the items multiple time to meets the project phasing and safety for the full duration of the project shall be considered subsidiary to the lump sum pay item.

- B. Payment for traffic control will be made in equal increments for the duration of the project.

Payment will be made under:

C-101-5.1 Temporary Traffic Control - per lump sum

2.02 MOBILIZATION

- A. Mobilization will be measured as a lump sum item.

- B. Partial payment for the mobilization pay item will be based on the contract lump sum bid price for mobilization and will be made in accordance with the following Payment Schedule:

1. Twenty-five percent, when five percent or more of the original contract amount is earned.
2. Fifty percent, when ten percent or more of the original contract amount is earned.
3. Seventy-five percent, when twenty-five percent or more of the original contract amount is earned.
4. One hundred percent, when fifty percent or more of the original contract amount is earned.

Payment will be made under:

C-105-5.1 Mobilization - per lump sum

2.03 INLET PROTECTION

- A. Method of Measurement. The unit of measurement for Inlet Protection shall be the number per each, installed and accepted as necessary to maintain compliance with the project SWPPP requirements. No distinction shall be made regarding the type or size of each individual inlet protection for measurement and payment purposes.

The contractor shall regularly inspect, maintain and repair inlet protection as often and as necessary to maintain compliance with project SWPPP requirements. Maintaining inlet protection including silt and erosion removal, are subsidiary to inlet protection and no separate measurement will be made.

- B. Basis of Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.
- C. Removal of inlet protection including re-grading, smoothing and reseeding are subsidiary to inlet protection and not separate measurement will be made.

Payment will be made under:

C-102-5.1 Inlet Protection - per each

2.04 12" FILTER SOCK

- A. Method of Measurement. The unit of measurement for 12" filter sock shall be the number of linear feet of 12" filter sock installed regardless of type or size installed by the Contractor and accepted by the engineer as in-place and operational,
- B. Basis of Payment. Payment shall be made at the contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

C-102-5.2 12" Filter Sock - per linear foot.

2.05 REMOVAL OF CHAIN LINK FENCE

- A. The unit of measurement for Removal of Chain Link Fence shall be the length in linear feet of existing chain link fence removed by the Contractor, regardless of type or actual size encountered in the field. Any fencing removed outside the limits of removal because the fence was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. Removal of any existing posts and concrete foundations shall be incidental to this item and no separate measurement will be made.
- B. Payment shall be made at the contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

P-101-5.2 Removal of Chain Linke Fence – per linear foot.

2.06 REMOVAL OF CONCRETE CURB AND GUTTER

- A. The unit of measurement for Removal of Concrete Curb and Gutter shall be the length in linear feet of all curb and gutter actually removed to its full-depth by the Contractor, regardless of type or actual size encountered in the field. Any curb and gutter removed outside the limits of removal

because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to removal.

- B. Payment shall be made at the contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Removal of existing aggregate or subgrade layers underlying the existing curb and gutter to-be-removed, where deemed necessary, shall be incidental to this item and shall be included in this pay item.

Payment will be made under:

C-101-5.3 Removal of Concrete Curb and Gutter per linear foot

2.07 RELOCATION OF LIGHT POLE

- A. Method of Measurement. The unit of measurement for light pole relocations shall be the number per each, installed and accepted by the engineer. No distinction shall be made regarding the type or size or foundation type of each individual light pole for measurement and payment purposes.
- B. Removal of light pole ding are subsidiary to inlet protection and not separate measurement will be made.
- C. Basis of Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item

Payment will be made under:

C-101-5.4 Relocation of Light Pole - per each

2.08 EXCAVATION – AGGREGATE OR SOIL MATERIAL

- A. Method of Measurement: The unit of measurement for Excavation –Aggregate or Soil Material shall be made at the contract unit price per cubic yard of the excavation of any existing aggregate or soil from the site as required by the plans that is permanently relocated, installed and compacted in another area of the site that requires soil or aggregate fill material. Specifically, this pay item shall include general excavation on site (earth, rock shale), excavation required for the excavation of soils and existing aggregate that is replaced in a new permanent location on (or below) site. If contractor elects to store material in temporary stockpiles intended for the staging of material until final placement of material on site or the eventual removal of the material from site - the relocation of material to these temporary storage stockpiles will not be measured for payment under this (or any) pay item. These temporarily relocated materials will not be measured for payment until moved into their permanent location.
- B. Any excavation or backfill for proposed building footings or utility trenches on the project site shall not be included as measurement for payment for this pay item but incidental to the pay

items for the work is required for.

- C. This pay item shall not include the cost of topsoiling. Topsoiling shall be measured separately per the Topsoiling pay item
- D. Measurement for payment specified by the cubic yard shall be computed by the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities. After completion of pavement removal and excavation operations, contractor shall conduct field survey in the presence of the Engineer to record elevations at ground-line beneath existing pavements. Upon completion of final grading operations, Engineer will conduct topographic survey of final surface grades. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the Engineer. Load counts will not be accepted for method of measurement of excavation. If contractor elects not to conduct a field survey as described above, final quantity of excavation shall be the plan quantity specified in the bid form.
- E. Basis of Payment: Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

P-152-5.1 Excavation – Aggregate or Soil Material - per cubic yard

2.9 12" 6% CEMENT-TREATED SUBGRADE

- A. The amount of cement-treated subgrade soil stabilization shall be based on the number of square yards complete in place, meeting the specified thickness, grade, and density standards and accepted by the RPR.

Cement shall be added at an application rate of **6 percent** of dry unit weight of soil. The amount of cement used shall be paid for under the Cement (Soil Stabilization) project item and shall not be included in the price of this item.

Cement treatment beneath the building footprint shall be included for measurement for payment per this item.

- B. Payment for installation will be made at the contract unit price per square yard for 12" 6% cement-treated subgrade for the thickness specified. The price shall be full compensation for all preparation, placing and mixing these materials, and all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

C-155-5.1 12" 6% Cement Treated Subgrade - per square yard

2.10 CEMENT (SOIL STABILIZATION)

- A. Method of Measurement. Measurement of cement will be made to the nearest ton weighed on certified scales reports provided to the engineer.

- B. Basis of Payment. Payment shall be made at the contract unit price for the unit of measurement as specified above.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

C-155-5.2 Cement (Soil Stabilization) - per ton

2.11 4" COMPACTED AGGREGATE BASE COURSE

- A. Final measurement will not be made unless changes to the bid quantity are authorized.
- B. Method of Measurement. Measurement for 4" compacted aggregate base course shall be per square yard as set forth in the Agreement for the type of material and thickness of the installed item. Said measurement shall include all costs necessary to complete the work including, but not limited to, placing, mixing, compacting, processing, moisture control, and maintaining as required by the drawings and specifications.
- C. Basis of Payment. Payment for 4" compacted aggregate base course shall be based on the unit price per square yard as set forth in the Agreement. This price shall be full compensation for all preparation, placing and mixing these materials, and all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

P-209-5.1 4" Compacted Aggregate Base Course - per square yard

2.12 8" PORTLAND CEMENT CONCRETE SIDEWALK

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for sidewalks shall be based on the unit price per square yard as set forth in the Agreement, per thickness of the installed item. Said price shall include all costs necessary to complete the work including, but not limited to, placing, compacting, aggregate course, saw cutting, milling, doweling, jointing, curing and sealing, as required by the drawings and specifications. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

P-501-8.1 8" Portland Cement Concrete Sidewalk - per square yard

2.13 8" PORTLAND CEMENT CONCRETE PAVEMENT

- A. Method of Measurement. Final measurement will not be made unless changes to the bid quantity are authorized.

Measurement for this item will be per square yard.

The proposed building slab on grade concrete shall not be included for measurement for payment per this item. Building slab on grade to be included in pricing for the General Aviation Building Complete pay item.

- B. Payment for pavement shall be based on the unit price per square yard as set forth in the Agreement, per type of pavement and thickness of the installed item. Said price shall include all costs necessary to complete the work including, but not limited to, forming, reinforcing, placing, compacting, saw cutting, connections to existing pavement, milling, doweling, jointing, curing and sealing, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

P-501-8.2 8" Portland Cement Concrete Pavement - per square yard

2.14 4" PORTLAND CEMENT CONCRETE SIDEWALK

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for sidewalks shall be based on the unit price per square yard as set forth in the Agreement, per thickness of the installed item. Said price shall include all costs necessary to complete the work including, but not limited to, placing, compacting, aggregate course, saw cutting, milling, doweling, jointing, curing and sealing, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

P-501-8.3 4" Portland Cement Concrete Sidewalk - per square yard

2.15 2' WIDE WHITE STOP BAR MARKING THERMOPLASTIC

- A. Final measurement will not be made unless changes to the bid quantity are authorized.
- B. Method of Measurement. Pavement marking will be measured by the in-place linear foot installed per the plans and specifications and accepted by the engineer.

Measurement for 2' wide white stop bar marking will be based on the unit price per linear foot as set forth in the Agreement.

- C. Basis of Payment. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and

incidentals necessary to complete this item.

Payment will be made under:

P-620-5.1 2" Wide white stop bar markings - per linear foot

2.16 4" YELLOW PARKING STALL WATERBORNE MARKINGS

- A. Final measurement will not be made unless changes to the bid quantity are authorized.
- B. Method of Measurement. Pavement marking will be measured by the in-place linear foot installed per the plans and specifications and accepted by the engineer.

Measurement for 4" yellow parking stall waterborne markings (striping) will be based on the unit price per linear foot as set forth in the Agreement. Measurement for skip stripe marking will be the number of linear feet of the applied stripe; gaps between the stripes will not be measured.

Measurement for double yellow centerline shall be measured based on the linear footage of each stripe applied. Said price shall include all costs necessary to complete the work and incidentals as required by the drawings and specifications.

- C. Basis of Payment. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

P-620-5.2 4" yellow parking stall waterborne marking - per linear foot

2.17 4" NON-PERFORATED ROOF DRAIN

- A. Method of Measurement. Roof drain line shall be measured by the linear foot installed in-place and accepted by the engineer.
- B. Final measurement will be based on the centerline length of the completed and installed item.
- C. Payment for roof drain line installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

D-701-5.1 4" Non perforated roof drain - per linear foot

2.18 6" NON-PERFORATED ROOF DRAIN

- A. Method of Measurement. Roof drain line shall be measured by the linear foot installed in-place and accepted by the engineer.
- B. Final measurement will be based on the centerline length of the completed and installed item.
- C. Payment for roof drain line installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

D-701-5.2 6" Non perforated roof drain - per linear foot

2.19 8" NON-PERFORATED ROOF DRAIN

- A. Method of Measurement. Roof drain line shall be measured by the linear foot installed in-place and accepted by the engineer.
- B. Final measurement will be based on the centerline length of the completed and installed item.
- C. Payment for roof drain line installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

D-701-5.3 8" Non perforated roof drain - per linear foot

2.20 10" NON-PERFORATED ROOF DRAIN

- A. Method of Measurement. Roof drain line shall be measured by the linear foot installed in-place and accepted by the engineer.
- B. Final measurement will be based on the centerline length of the completed and installed item.

- C. Payment for roof drain line installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe, pipe connections, restraint measures, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

D-701-5.4 10" Non perforated roof drain - per linear foot

2.21 ROOF DRAIN INLET CONNECTION

- A. Method of Measurement. The roof drain inlet connections shall be measured by the unit installed in-place and accepted by the engineer.

Final measurement will be based on each completed and installed item.

- B. Basis of Payment. Payment for roof drain inlet connections shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), final grade adjustments, sealing, connections, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

D-705-5.5 Roof drain connection - per each

2.22 TYPE CG-1 CURB AND GUTTER

- A. Final measurement will not be made unless changes to the bid quantity are authorized.
- B. Payment for curb and gutter shall be based on the unit price per linear foot as set forth in the Agreement, per the type of curb and gutter. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, forming, reinforcing, placing, doweling, jointing, throat construction, deflector construction, weep holes, finishing, curing and backfilling, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

D-752-5.1 Type CG-1 Concrete Curb and Gutter - per linear foot

2.23 ROLLING CURB

- A. Method of Measurement. Rolling curb will be measured per linear foot installed and accepted by the engineer.
- B. Basis of Payment. Payment for curb and gutter shall be based on the unit price per linear foot as set forth in the Agreement, per the type of curb and gutter. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, forming, reinforcing, placing, doweling, jointing, throat construction, deflector construction, weep holes, finishing, curing and backfilling, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

D-752-5.2 Rolling Curb - per linear foot

2.24 TYPE CG-1 CURB AND GUTTER (MODIFIED)

- A. Final measurement will not be made unless changes to the bid quantity are authorized.
- B. Payment for curb and gutter shall be based on the unit price per linear foot as set forth in the Agreement, per the type of curb and gutter. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, forming, reinforcing, placing, doweling, jointing, throat construction, deflector construction, weep holes, finishing, curing and backfilling, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

D-752-5.3 Type CG-1 Concrete Curb and Gutter (Modified) - per linear foot

2.25 SEEDING

- A. Method of Measurement. The measurement for seeding will be the number of acres of seeding installed, measured in place and accepted by the engineer as compliant with the specification requirements. No distinction shall be made for type of seed. Measurement will not be made for ground that does not meet the turf density as specified for seeding.
- B. Basis of Payment. Payment for seeding shall be based on the unit price per acre as set forth in the Agreement

Said price shall include all costs necessary to complete the work including, but not limited to, aeration, applying lime, fertilization, and watering, as required by the drawings and specifications. The Contractor shall water seed as needed until final acceptance.

- C. Basis of Payment. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

T-901-5.1 Seeding - per acre

2.26 **MULCHING**

- A. Method of Measurement. Measurement for mulching will be the number of acres of mulching installed measured in place and accepted by the engineer as compliant with the specification requirements.
- B. Basis of Payment. Payment for mulching shall be based on the unit price per acre as set forth in the Agreement. No distinction shall be made for the type of mulching.
- C. Basis of Payment. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

T-908-5.1 Mulching - per acre

2.27 **SODDING**

- A. Method of Measurement. Measurement for sodding will be the number of acres of sodding, installed measured in place and accepted by the engineer as compliant with the specification requirements.
- B. Basis of Payment. Payment for sodding shall be based on the unit price per acre as set forth in the Agreement.
- C. Basis of Payment. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

T-904-5.1 Mulching - per acre

2.28 **2" WATER METER INSTALLATION**

- A. Method of Measurement. Measurement for 2" water meters will be made per the unit of the number of water meters, installed measured in place, operational and accepted by the engineer as compliant with the specification requirements.
- B. Basis of Payment. Payment for 2" water meter installation shall be based on the unit price per each as set forth in the Agreement.

- C. Basis of Payment. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-1-5.1 2" Water meter - per each

2.29 2" DOMESTIC WATER LINE

- A. Final measurement will be based on the centerline length of the completed and installed item.
- B. Method of Measurement. Water line shall be measured by the linear foot installed in-place and accepted by the engineer.
- C. Basis of Payment. Payment for 2" Domestic Water Line Installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe.

Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-2-5.1 2" Domestic water line - per linear foot

2.30 6" FIRE SPRINKLER LINE

- A. Final measurement will be based on the centerline length of the completed and installed item.
- B. Method of Measurement. Water line shall be measured by the linear foot installed in-place and accepted by the engineer.
- C. Basis of Payment. Payment for the fire line installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe.

Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-2-5.2 6" Fire sprinkler line - per linear foot

2.31 8" C900 DR18 WATER LINE

- A. Final measurement will be based on the centerline length of the completed and installed item.
- B. Method of Measurement. Water line shall be measured by the linear foot installed in-place and accepted by the engineer.
- C. Payment for 8" water line installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-2-5.3 8" C900 DR18 Water line - per linear foot

2.32 2.5" COPPER WATER LINE INSTALLATION

- A. Method of Measurement. Water line shall be measured by the linear foot installed in-place and accepted by the engineer.
- B. Final measurement will be based on the centerline length of the completed and installed item.
- C. Basis of Payment. Payment for water line Installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe.

Said price will include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-2-5.4 2.5" Copper water line installation - per linear foot

2.33 8" WATER LINE INSTALLATION

- A. Method of Measurement. Water line shall be measured by the linear foot installed in-place and accepted by the engineer.
- B. Final measurement will be based on the centerline length of the completed and installed item.
- C. Payment for 8" water line installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-2-5.5 8" Water line installation - per linear foot

2.34 WATER LINE VALVES

- A. Method of Measurement. Water line valves shall be measured by the unit installed in-place and accepted by the engineer.
- B. Final measurement will be based on each completed and installed item.
- C. Basis of Payment. Payment for water line valves shall be based on the unit price per each as set forth in the Agreement (per City of Lee's Summit Standard Detail) regardless of size. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, bedding, polyethylene encasement, placing, pipe to valve connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

Valves for hydrant assemblies shall not be included in this pay item, but included in the Fire Hydrant Assembly pay item.

- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-2-5.6 Water line valves - per each

2.35 WATER LINE BENDS WITH THRUST BLOCKING

- A. Method of Measurement. Water line valves shall be measured by the unit installed in-place and accepted by the engineer.

- B. Final measurement will be based on each completed and installed item.
- C. Payment for water line bends with thrust blocking shall be based on the unit price per each as set forth in the Agreement (per City of Lee's Summit Standard Detail), horizontal or vertical, regardless of size or angle. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, bedding, polyethylene encasement, placing, pipe to fitting connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

Payment will be made under:

SP-2-5.7 Water line bends with thrust blocking - per each

2.36 4" PVC SANITARY SEWER

- A. Method of Measurement. The sanitary sewer line shall be measured by the linear foot installed in-place and accepted by the engineer.
- B. Final measurement will be based on the centerline length of the completed and installed item.
- C. Payment for 4" sanitary sewer line installation shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of pipe. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement, placing, pipe to pipe connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-3-5.1 4" PVC Sanitary sewer - per linear foot

2.37 SANITARY SEWER MANHOLES

- A. Method of Measurement. The sanitary sewer manholes shall be measured by the unit installed in-place and accepted by the engineer.
- B. Final measurement will be based on each completed and installed item.
- C. Payment for sanitary sewer manholes shall be based on the unit price per each as set forth in the Agreement. No distinction shall be made for type or size of structure. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), by-pass pumping, bedding, placing or building structure, invert construction, structure to pipe connections, final grade adjustments to the top, sealing, curing, backfilling, compacting, grading, testing and reporting, and removal of excess or unsuitable material, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling,

and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-3-5.2 Sanitary sewer manholes - per each

2.38 SANITARY SEWER CONNECTION

- A. Method of Measurement. The sanitary sewer connections shall be measured by the unit installed in-place and accepted by the engineer.

Final measurement will be based on each completed and installed item.

- B. Payment for sanitary sewer connections shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), final grade adjustments, to the top, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-3-5.3 Sanitary sewer connection - per each

2.39 8" CONCRETE BOLLARD

- A. Method of Measurement. The concrete bollards shall be measured by the unit installed in-place and accepted by the engineer.
- B. Basis of Payment. Payment for concrete bollards shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), final grade adjustments, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-4-5.1 8" Concrete Bollard - per each

2.40 TRUNCATED DOME

- A. Method of Measurement. The truncated dome shall be measured by the square foot installed

in-place and accepted by the engineer.

- B. Final measurement will be based on the square foot of the completed and installed item.
- C. Basis of Payment. Payment for truncated dome shall be based on the unit price per square foot as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, placing, curing and sealing, as required by the drawings and specifications.
- D. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-4-5.2 Truncated Dome - per square foot

2.41 CONCRETE PARKING BUMPER

- A. Method of Measurement. The parking bumpers shall be measured by the unit installed in-place and accepted by the engineer.

Final measurement will be based on each completed and installed item.

- B. Payment for concrete parking bumper shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including but not limited to labor, materials and equipment.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-4-5.3 Concrete parking bumper - per each

2.42 ADA ACCESSIBLE BOLLARD MOUNTED PARKING SIGN

- A. Method of Measurement. The ADA accessible bollard mounted parking signs shall be measured by the unit installed in-place and accepted by the engineer.
- B. Payment for parking signs shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, all materials, connections, equipment and labor as required to install according to the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-4-5.4 ADA Accessible Bollard Mounted Parking Sign - per each

2.43 THERMOPLASTIC ADA ACCESIBLE PARKING SYMBOL MARKING

- A. Method of Measurement. The ADA accessible parking symbol marking shall be measured by the unit installed in-place and accepted by the engineer.
- B. Payment for parking symbol marking will be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), final grade adjustments, to the top, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-5-5.1 Thermoplastic ADA Accessible Parking Symbol Marking - per each

2.44 THERMOPLASTIC TRAFFIC FLOW ARROWS

- A. Method of Measurement. The thermoplastic traffic flow arrows shall be measured by the unit installed in-place and accepted by the engineer.

Final measurement will be based on each completed and installed item.

Payment for traffic flow arrows shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including material, labor and equipment and any incidentals to install as required by the drawings and specifications.

- B. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-5-5.2 Thermoplastic Traffic Flow Arrows - per each

2.45 THERMOPLASTIC WHITE 24" CROSSWALK MARKINGS

- A. Method of Measurement. The crosswalk marking shall be measured by the linear foot installed in-place and accepted by the engineer.

Final measurement will be based on each completed and installed item.

- B. Payment for crosswalk marking shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), final grade adjustments, to the top, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-5-5.3 Thermoplastic white 24" crosswalk markings - per linear foot

2.46 NO PARKING SIGN WITH CANOPY COLUMN BASE

- A. Method of Measurement. The no parking sign with canopy column bases shall be measured by the unit installed in-place and accepted by the engineer.

Payment for the no parking signs with canopy column bases shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including material, labor and equipment and any incidentals to install as required by the drawings and specifications.

- B. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-6-5.1 No parking sign with canopy column base - per each

2.47 STOP SIGN

- A. Method of Measurement. The stop sign will be measured by the unit installed in-place and accepted by the engineer.

Payment for stop signs shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including material, labor and equipment and any incidentals to install as required by the drawings and specifications.

- B. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-7-5.1 Stop Sign - per each

2.48 PEDESTRIAN CROSSWALK SIGN

- A. Method of Measurement. The pedestrian crosswalk sign shall be measured by the unit installed in-place and accepted by the engineer.

Final measurement will be based on each completed and installed item.

- B. Payment for parking signs shall be based on the unit price per each as set forth in the Agreement.

Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), final grade adjustments, to the top, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

- C. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-8-5.1 Pedestrian crosswalk Sign - per each

2.49 UTILITY – ELECTRIC

- A. Allowance: Every Allowance.

Every did not have their electrical design completed by the time this project was bid. The purpose of this Allowance is intended to be utilized to cover the costs required by the contractor to complete electrical design as intended by Every. Design is expected to supply power to the TM Aviation Hangar starting from Hagan Rd. Once design is complete, Owner will issue revised drawings/specifications as necessary to solicit cost proposal from contractor to complete the intended work. Any costs charged directly by Every to complete the work shall also be included in this Allowance. Pricing must be reviewed and accepted by Owner via Allowance Authorization prior to implementation.

The electric utility allowance is made under item:

SP-9-5.1 Utility Electric - per lump sum

2.50 UTILITY – GAS

- A. Allowance 2: Spire Allowance

Spire did not have their gas design completed by the time this project was bid. The purpose of this Allowance is intended to be utilized to cover the costs required by contractor to complete gas design as intended by Spire. Design is expected to supply gas to the TM Aviation Hangar. Once design is complete, Owner will issue revised drawings/specifications as necessary to solicit cost proposal from contractor to complete the intended work. Any costs charged directly by Spire to complete the work shall also be included in this Allowance. Pricing must be reviewed and accepted by Owner via Allowance Authorization prior to implementation.

The electric utility allowance is made under item:

SP-10-5.1 Utility Electric - per lump sum

2.51 GENERAL AVIATION BUILDING COMPLETE

- A. Method of Measurement: The terminal building and within 5 feet of the building exterior shall be measured per lump sum, complete and accepted in place, and operational by the City of Lee's Summit.

- B. Progress Payments: Contractor shall prepare a schedule of values with dollar breakdown

indicated on each applicable Project Manual Section. As work progresses, contractor shall indicate progression of work item by item in accordance with the prepared schedule of values with a summary total to transmit to Owner. Upon review and approval by Owner, this amount will be entered into the pay application as the portion of lump sum to be paid in that progress payment. Owner shall have the right to request substantiating information of any item to support contractor's application for payment.

Payment will be made under:

Item SP-13-5.1 General Aviation Building Complete – per lump sum

2.52 IRRIGATION SYSTEM

- A. Method of Measurement. The irrigation system shall be measured by the lump sum installed in-place and accepted by the engineer.

Basis of Payment

Payment for the irrigation system shall be per lump sum as set forth in the Agreement. Said price shall include all costs necessary to complete the work including but not limited to materials, labor and equipment.

- B. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

SP-14-5.1 Irrigation - per lump sum

BID PACKET
BID PROPOSAL & BUY AMERICAN FORMS
FOR BID OPENING DATE OF JUNE 3, 2025

15 PAGES + EXCEL FILE

RETURN ALL 15 PAGES WITH BID

BID PROPOSAL FORM

JUNE 3, 2025

City of Lee's Summit, MO

TO: The City of Lee's Summit, Missouri

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

LXT – GENERAL AVIATION TERMINAL PROJECT

**Lee's Summit City Project
#17932172**

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:

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 of 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 or bid bond in the amount equivalent to 5% of the total bid amount including any alternate bid items. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **one hundred and twenty (120)** calendar days from the stated date of the bid opening.
- f. The undersigned agrees that upon written notice of the award of the contract, they will execute the contract, payment, and performance bonds within fifteen (15) days of the notice-of-award or 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 Building and site improvement components of the Project within **Four Hundred Twenty-Five (425)** calendar days from the commencement date specified in the Notice-to- Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the awarded contract time of performance, the Contractor shall pay the non-penal amount of **\$3,000.00 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 at least **twelve (12.0%) 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. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then **the prime contractor must perform at least five percent (5%) of the total contract value work with its own forces**, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

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

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

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

- l. The undersigned acknowledges receipt of the following addenda:

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

- m. **Buy American.** The prime Contractor with this assures that they will conform to the FAA Buy American Requirements and submit the required Buy American documents, including the checklist form in this bid package dated 7-14-2023 4/25/2025. Within 3 week after the bid opening the Contractor must submit the FAA detailed Cost Calculation forms with a breakdown of the Buy American for

all component parts of the project.

Appendix B, Buy American Preference Requirements and Worksheets, and Appendix C, Contract Provision Guidelines for Obligated Sponsor and Airport Improvement Program (AIP) Projects, summarize the (FAA) Buy American requirements. The AIP Buy American preference does NOT recognize US trade agreements such as NAFTA. The American Recovery and Reinvestment Act (ARRA) does not satisfy the AIP Buy American requirement.

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.

CERTIFICATION 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.
- b. **Compliance With Federal Provisions as detailed in Part II, General Construction Items, Part A, Federal Provisions:**
 1. Access to Records and Reports
 2. Affirmative Action Requirement: 41 CFR Part 60-4 and EO 11246
 3. Breach of Contract Terms: 2 CFR 200, Appendix II(A)
 4. Buy American Preference: 49 USC 50101
 5. Civil Rights – General & Title VI Assurances: 49 USC § 47123
 6. Clean Air/Water Pollution
 7. Contract Workhours and Safety Standards Act Requirements: 2 CFR, 200 Appendix II (E)
 8. Copeland' Anti-Kickback' Act
 9. Davis Bacon Requirements: 2 CFR Part 5
 10. Debarment and Suspension: 2 CFR Part 180, Subpart C; 2 CFR Part 1200; DOT Order 4200.5
 11. Disadvantaged Business Enterprise 49 CFR Part 26
 12. Distracted Driving: EO 13513

13. Equal Employment Opportunity (EEO): 2 CFR 200
14. Federal Fair Labor Standards Act (Federal Minimum Wage)
15. Foreign Trade Restriction: 49 CFR Part 30
16. Lobbying and Influencing Federal Employees: Appendix A to 49 CFR Part 20
17. Occupational Safety and Health Act of 1970
18. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
19. Prohibition of Segregated Facilities
20. Procurement of Recovered Materials: 40 CFR Part 247
21. Rights to Inventions
22. Seismic Safety
23. Tax delinquency and Felony Convictions
24. Termination of Contract
25. Veteran's Preferences

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

For all contracts which include state or local funds 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 \$5,000, 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 \$5,000**

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

STATE OF _____)
)
ss COUNTY OF _____)

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

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

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

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

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 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. The prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract at least **Twelve (12.0%) percent** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal.

- a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:
- b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

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

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

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

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

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

**THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
IN THE BID PACKET CONSISTING OF 15 PAGES.**

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.

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.

A 1.1.1 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (☐) or the letter "X".

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

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.

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ 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 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 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 furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) 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 or manufactured goods 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 components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

- b) Listing of all manufactured products 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 and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- 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.

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

Date

Signature

Company

Title

A1.1.2 Certification of Compliance with FAA Buy American Preference – Equipment / Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, 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 that 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.

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

Date

Signature
