



NOTICE TO BIDDERS

City of Rolla
Rolla, Missouri
Taxiway A Reconstruction and Taxiway Connector Rehabilitation
AIP Project No. 23-056A-1

Project Bids, subject to the conditions contained herein, for improvements to the Rolla National Airport, Vichy, Missouri, AIP Project No. 23-056A-1 will be received by the City of Rolla, until Wednesday, September 17, 2025 at 11:00 a.m. Bids to be mailed shall be addressed to the attention of the Darin Pryor, City of Rolla, 901 N Elm St, Rolla, Missouri 65401, and will be clearly marked "Sealed Bids: Taxiway A Reconstruction and Taxiway Connector Rehabilitation. DO NOT OPEN". At the time listed above, the received sealed bids will be publicly opened and read aloud immediately in the aforementioned location that they were received.

The bidding documents are available at <https://woolpert.com/bid> and/or www.questcdn.com - Reference Quest Number 9801915. To be considered a plan holder for bids, register with QuestCDN.com for a free Regular membership and download the bidding documents in digital form at a cost of \$22.00. Downloading the documents and becoming a plan holder is recommended as plan holder's receive automatic notice of addenda, other bid updates. Contact QuestCDN Customer Support at 952-233-1632 or Support@QuestCDN.com for assistance in membership registration or downloading digital bidding documents. Interested parties may view the contract documents at no cost prior to deciding to become a plan holder.

In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal. This includes review for environmental changes. Environmental changes during construction could take up to three months for approval. For additional information, please contact us via email at bid.info@woolpert.com.

The work involved will include the following:

Bid Package No. 1:
Schedule I - Taxiway A Reconstruction
Schedule II - Taxiway B Rehabilitation
Schedule III - Taxiway A Underdrains

The approximate quantities of major bid items involved in the proposed work are:



			SCHEDULE I TAXIWAY A RECONSTRUCTI ON	SCHEDULE II TAXIWAY B REHABILITATI ON	SCHEDULE III TAXIWAY A UNDERDRAI NS
Item No.	Item Description	Unit	Quantity	Quantity	Quantity
C-100a	Contractor's Quality Control Program (CQCP)	LS	1	1	-
C-102a	Temporary Erosion Control	LS	1	-	-
C-105a	Mobilization	LS	1	1	1
P-101a	Pavement Removal - Full Depth	SY	11,580	-	-
P-101b	Asphalt Pavement Removal - Partial Depth	SY	280	5180	-
P-152a	Unclassified Excavation	CY	910	5,180	-
P-156a	Cement Treated Subgrade, 18 Inches	SY	8430	-	-
P-156b	Cement	TON	280	-	-
P-208a	Aggregate Base Course, 8 Inches	CY	2190	-	-
P-208b	Geotextile Fabric	SY	9830	-	-
P-401a	Asphalt Surface Course	TON	2060	800	-
P-603a	Bituminous Tack Coat	GAL	1310	760	-
P-620a	Temporary Airport Pavement Marking	SF	3480	640	-
P-620b	Permanent Airport Pavement Marking, Yellow	SF	2040	640	-
P-620c	Permanent Airport Pavement Marking, Black	SF	1440	-	-
P-620d	Pavement Marking Obliteration	SF	-	580	-



No Bidder may withdraw its bid after the bid has been opened. The City of Rolla reserves the right to waive any informality in bidding and to reject any and all bids.

All questions regarding the bid are to be directed to Laura Koonce, 931 Wildwood Drive, Suite 101, Jefferson City, MO 65109, laura.koonce@woolpert.com.

Bid Bond. Guarantee will be required with each bid as a certified check on a solvent bank or a Bid Bond in the amount of five (5) % of the total amount of the bid, made payable to the City of Rolla.

Performance & Payment Bond. The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

FEDERAL LANGUAGE REQUIRED FOR SOLICITATIONS:

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, 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.

TITLE VI SOLICITATION NOTICE:

The City of Rolla, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

TRADE RESTRICTION CERTIFICATION:

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

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



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

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

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

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

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

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE):

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

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY:

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
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: 11.4%

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 also is 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 Missouri, Maries, Rolla.

PROCUREMENT OF RECOVERED MATERIALS:

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

DBE PARTICIPATION:

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

Information Submitted as a matter of bidder responsiveness:

The Sponsor's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. The names and addresses of Disadvantaged Business Enterprise (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 listed under (1);
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Sponsor's project goal;
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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

OTHER FEDERAL PROVISIONS:

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

- Lobbying Federal Employees
- Davis Bacon
- Debarment and Suspension
- Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)
- Other Federal Provisions included in Part A of the Special Provisions

**City of Rolla
Rolla, Missouri**



INSTRUCTION TO BIDDERS

Hereinafter in these Contract Documents including these Instructions to Bidders, Sponsor/Owner refers to City of Rolla, Engineer refers to the Design Firm Woolpert, 931 Wildwood Drive, Suite 101, Jefferson City, MO 65109 and Resident Project Representative (RPR) refers to Sponsor's chosen construction manager or representative, which may be the same as the Engineer.

1) Bidding Documents

- a) Complete sets of the Bidding Documents may be obtained in the number and format stated in the Notice to Bidders.
- b) Complete sets of Bidding Documents shall be used in preparing Bids; neither Sponsor nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c) Sponsor and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

2) Qualifications of Bidders:

- a) Qualifications shall be furnished as described in Division 2, "Qualifications/Prequalification Statement" with the bid proposal.

3) Site and Other Areas; Existing Site Conditions; Examination of Site; Sponsor's Safety Program; Other Work at the Site

- a) The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Sponsor for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- b) Existing Site Conditions
 - i) Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - ii) The Supplementary Information, if available, consists of:
 - (1) those reports known to Sponsor of explorations and tests of subsurface conditions at or adjacent to the Site.
 - (2) those drawings known to Sponsor of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - (3) reports and drawings known to Sponsor relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - (4) Technical Data contained in such reports and drawings.
 - iii) Sponsor will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely has been identified and established in the contract documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the Supplementary Information or any other data, interpretations, opinions, or information contained in such reports or drawings.
- c) Project Geotechnical Report:
 - i) If available, Sponsor will make available along with the Contract Documents a copy of the Project Geotechnical Report (PGR). The PGR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations. The PGR is a Contract Document.
 - ii) The baseline conditions in the PGR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on these conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the PGR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are identified.



- iii) Nothing in the PGR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- d) **Underground Facilities:** Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Sponsor and Engineer by owners of such Underground Facilities, including Sponsor, or others.
- e) **Adequacy of Data:** Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, hazardous materials, environmental conditions, uncharted subsurface utilities, and other physical conditions and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions shall be addressed as Extra Work under General Provision 40-04.

4) Site Visit and Testing by Bidder

- a) Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
 - i) On request, and to the extent Sponsor has control over the Site, and schedule permitting, the Sponsor will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Sponsor will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Sponsor's authority regarding the Site.
 - ii) Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Sponsor or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- b) Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - i) Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5) Sponsor's Safety Program

- a) Site visits and work at the Site may be governed by a Sponsor safety program. Refer to the Construction Safety and Phasing plans and document as noted in the Supplementary Conditions.

6) Other Work at the Site

- a) Reference is made to the Supplementary Conditions for the identification of the general nature of other work of which Sponsor is aware (if any) that is to be performed at the Site by Sponsor or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Sponsor is party to a written contract for such other work, then on request, Sponsor will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

7) Bidder's Representations: It is the responsibility of each Bidder before submitting a Bid to...

- a) examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- b) visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- c) become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- d) carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any,



at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- e) consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- f) agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- g) become aware of the general nature of the work to be performed by Sponsor and others at the Site that relates to the Work as indicated in the Bidding Documents;
- h) promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- i) determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- j) agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8) Pre-Bid Conference

- a) A pre-Bid conference will be held at the time and location stated in the notice to bidders. Representatives of Sponsor and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

9) Interpretations and Addenda

- a) All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b) Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

10) Bid Security

- a) A Bid must be accompanied by Bid security made payable to Sponsor in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) when (1) the total amount of your accumulative bid is more than \$20,000 or (2) is required elsewhere in this solicitation
- b) Bid Security shall be in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety.
- c) The Bid security of the apparent Successful Bidder will be retained until Sponsor awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Sponsor may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Sponsor's exclusive remedy if Bidder defaults.



- d) The Bid security of other Bidders that Sponsor believes to have a reasonable chance of receiving the award may be retained by Sponsor until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- e) Bid security of other Bidders that Sponsor believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

11) Contract Times

- a) The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

12) Substitute and “Or-Equal” Items

- a) The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- b) All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

13) Subcontractors, Suppliers, and Others

- a) Federal Contract Provisions
 - i) Federal laws and regulations require that the Sponsor as a recipient of federal funding for the proposed project include specific contract provisions in all Sponsor contracts including subcontracts. In general, the Sponsor must incorporate applicable contract provisions in each contract either by the physical incorporation of the full text within the contracts or incorporate applicable contract provisions by reference provided the Sponsor indicates that the reference has the same force and effect as if given in full text.
 - ii) Furthermore, the successful bidder as Prime Contractor must:
 - (1) Insert the applicable contract provisions in each lower tier contract such as subcontractor contracts and agreements;
 - (2) Incorporate the applicable requirements contained within the contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services;
 - (3) Require that the Prime Contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider;
 - (4) Verify that any required local or State contract provision does not conflict with, or alter, a federal law or regulation.
 - iii) The Federal Provisions, including their source law or regulation and contract applicability, is included in these project Contract Documents as Part 5: Special Provisions.
- b) A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- c) Subsequent to the submittal of the Bid, Sponsor may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- d) The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Sponsor a list of the Subcontractors or Suppliers proposed for the following portions of the Work:
 - i) Paving components (removal and construction)
 - ii) Pavement marking



- ii) The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Sponsor or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Sponsor for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 30-02 of the General Provisions.
- iii) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16) Submittal of Bid

- a) With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Item 7 of the Bid Proposal Form.
- b) A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to the attention of the City of Rolla, City of Rolla, 631 Airport Drive, Rolla, Missouri, 65580.
- c) Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

17) Late Bids/Late Modifications of Bids

- a) Bids received after the exact time set for opening are considered "late bids" and will not be accepted by the Bid Opening Official. Bidders are solely responsible for ensuring their bids arrive on time and to the place of bids specified in the Invitation For Bid.
- b) The Sponsor will not consider a late bid or modification of bid unless
 - i) There is conclusive evidence that the bid was submitted on time and was mishandled by the Rolla National Airport (i.e., lost or misplaced) staff responsible for handling/receiving bids. Mishandling by other units or offices at the Rolla National Airport does not constitute airport staff.
 - ii) Or, it was the only bid received.

18) Modification and Withdrawal of Bid

- a) A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- b) If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified and submit a new Bid prior to the date and time for the opening of Bids.
- c) If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Sponsor and promptly thereafter demonstrates to the reasonable satisfaction of Sponsor that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.
- d) When it appears from a review of the bid that a mistake has been made, the bidder may be requested to confirm their bid. Situations in which the confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. All mistakes in bids will be handled in accordance with the City of Rolla/Rolla National Airport policy.



19) Opening of Bids

- a) Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

20) Bids to Remain Subject to Acceptance

- a) The Sponsor is cognizant of the time limitation for awarding contracts and giving Notice to Proceed pursuant to the contract documents. However, due to the time requirements anticipated for obtaining approval of appropriate public agencies, grant funding and other required procedures, it is anticipated that the contract cannot be finally executed and Notice to Proceed be given until **120 days** following the opening of the bids.
- b) The Contractor will receive a written Notice to Proceed by the date requested by the Contractor at or around the time of the required Pre-Construction Conference.
- c) All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Sponsor may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

21) Evaluation of Bids and Award of Contract

- a) The Sponsor intends to award a contract resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer, conforming to the solicitation, will be most advantageous to, and in the best interest of, the Sponsor, cost or price and other factors considered.
- b) Sponsor reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Sponsor will reject the Bid of any Bidder that Sponsor finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Sponsor will reject the Bid as nonresponsive; provided that Sponsor also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- c) Evaluation of Bids
 - i) In evaluating Bids, Sponsor will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - ii) In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Sponsor shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Sponsor determines funds will be available at the time of award.
 - iii) For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- d) In evaluating whether a Bidder is responsible, Sponsor will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- e) Sponsor may conduct such investigations as Sponsor deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- f) Total bid will be evaluated and awarded as follows: It is the Sponsor's intent to award this bid based on the **TOTAL BASE BID FOR ALL AWARDED SCHEDULES, split awards will not be made.**
- g) The Sponsor will determine which Schedules and/or Bid Alternates will be awarded based on the received total bid amount for the schedules and/or Bid Alternates (based on unit prices and estimated quantities) and available funding. The project award will be based on the low bid sum of the **Federally Eligible** Schedules and Bid Alternates awarded by the Sponsor. Not all Schedules and/or Bid Alternates may be



awarded. A combination of Schedules and Bid Alternates may be awarded, including only a single Schedule. The numbering of the Schedules or Bid Alternates does not necessarily indicate the order of award. The project award is contingent on the availability of funding.

22) Minor Informalities/Irregularities in Bids

- a) A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.
- b) If the Sponsor determines that the bid submitted contains a minor informality or irregularity, then the Director shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the Sponsor. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
 - i) Bidder fails to sign the Bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid. (Such as Bid Bond, or signed cover letter which references the bid and amount of bid).
 - ii) Bidder fails to acknowledge an Addendum - this may be considered a minor informality only if the Addendum, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

23) Rejection of Bids and Quantity Alterations

- a) Bidders are hereby notified that all bids may be rejected if the lowest responsive bids received exceed the Sponsor's ability to fund the project. The Sponsor retains the right to alter the project quantities as necessary to obtain a fundable project based on Section 40 of the General Provision of these Contract Documents. The lowest responsive and responsible bidder will be determined based on the contract unit price per bid proposal and the fundable project quantities, not necessarily the exact bid proposal quantities.
- b) Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the invitation for bids.
- c) The quantities listed for each of the items in the bid schedule are only estimated quantities. Contractors are required to bid a firm unit cost for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded, unless the actual quantity varies more than 25% from the bid quantity. For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail and be considered as the amount of the bid.
- d) A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Sponsor, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:
 - i) Protects against future changes in conditions, such as increased costs, if total possible costs to the Sponsor cannot be determined.
 - ii) Fails to state a price and indicates that price shall be "price in effect at time of delivery".
 - iii) States a price but qualifies it as being subject to "price in effect at time of delivery".
 - iv) Takes exceptions to the invitation for bids terms and conditions.
 - v) Inserts the bidder's terms and conditions.
 - vi) Limits the rights of the Sponsor under any contract/invitation for bid clause.

24) Bonds and Insurance

- a) The FAA General Provisions and Supplementary Provisions sets forth Sponsor's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Sponsor, it shall be accompanied by required bonds and insurance documentation.



- b) The Contractor shall provide a one (1) year warranty (4 years for LED fixtures) against defective materials or workmanship in the work covered under the contract effective upon the date of final acceptance by the Sponsor. Final acceptance will be considered as the date of the final acceptance letter or as the date of the final inspection meeting if no letter is prepared.
- c) The Contractor shall provide a warranty bond to cover the one (1) year warranty period (4 years for LED fixtures) as a condition of final acceptance of the project by the Sponsor as a part of the work at no additional cost to the Sponsor.

25) Signing of Agreement

- a) When Sponsor issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 30 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Sponsor. Within ten days thereafter, Sponsor shall deliver one fully executed counterpart of the Agreement to Successful Bidder.

26) Notice to Proceed

- a) Work may not start under any awarded contract until a written Notice to Proceed is issued by the Sponsor. The Sponsor may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided.

27) Sales and Use Taxes

- a) Sponsor is exempt from [_____] state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. [____]). Said taxes shall not be included in the Bid.

28) Bid Protests

- a) Bidders are notified, that in accordance with FAA policy, bid protests based on an allegedly defective bid solicitation, shall be in writing and received by the Sponsor prior to the bid opening.
- b) For bid protests based on an alleged improper evaluation of bids, a protest must be received by the Sponsor in writing within 10 days after the Notice of Award to the winning bidder is issued. It is the responsibility of the protesting bidder to keep apprised of when the Notice of Award is issued by calling or emailing the Sponsor for updates.

29) Bidder Questions

- a) If a Bidder finds discrepancies in, or omissions from, the Contract Documents, or if he is in doubt as to their meaning, he shall at once notify the Engineer in writing. Such notification must be made at least seven (7) consecutive calendar days prior to the bid date. Neither the Sponsor nor the Engineer will accept telephone calls regarding questions about the Contract Documents. All inquiries must be in writing. All interpretations of the Contract Documents will be issued via addenda to all bidders. All addenda issued will become a part of the Contract. The Sponsor will not be responsible for any other explanation or interpretation of the Contract Documents.

The questions should be delivered to Laura Koonce, Woolpert, Inc., at the Pre-Bid Conference, or emailed to laura.koonce@woolpert.com.