

CONTRACT DOCUMENTS

Schedule I

Acquire Snow Removal Equipment

MoDOT Project No. 23-113P-1

Creve Coeur Airport

Creve Coeur, Missouri

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

Issued for Bid
May 13, 2024

REQUEST FOR BIDS/INVITATION FOR BIDS

Creve Coeur Airport
St. Louis, MO

State Block Grant Project No. 23-113P-1

Sealed bids will be received until 2:00 PM (CST), Monday, June 3, 2024, and then publicly opened and read by the Creve Coeur Airport Improvement Corporation at 14301 Creve Coeur Airport Rd, St. Louis, MO 63146, for furnishing all labor, materials and equipment and performing all work necessary to

Schedule I - Acquire Snow Removal Equipment

Contract Documents. The complete set of Specifications and Contract Documents can be requested from Albert Stix at 1h0srebid@gmail.com, beginning on May 13, 2024. In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. For additional information, please contact us via email at 1h0srebid@gmail.com.

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

Pre-Bid Conference. The pre-bid conference for this project will be held on Monday, May 20, 2024 at 2:00 PM (CST), via Conference Call. **The link to the pre-bid conference will be provided by addendum.** All bidders are required to become familiar with all equipment requirements prior to submitting their bid.

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

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

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

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

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

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

DBE Requirement. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Creve Coeur Airport Improvement Corporation to practice nondiscrimination based on race, color, sex, or national

53 origin in the award or performance of this contract. The Owner encourages participation by all firms
54 qualifying under this solicitation regardless of business size or ownership.

55
56 Contractor shall provide a certified statement signed by the subcontractors, indicating actual amounts paid to
57 the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers that were used on the project
58 through race neutral means.

59
60 **FAA Buy American Preference.** The Contractor certifies that its bid/offer is in compliance with 49 USC §
61 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which
62 provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP
63 funded projects are produced in the United States, unless the Federal Aviation Administration has issued a
64 waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition
65 Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

66
67 The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American
68 Preference, BABA and Made in America laws included herein with their bid or offer. The Airport
69 Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification
70 of compliance with FAA's Buy American Preference and BABA.

71
72 The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply
73 other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials;
74 aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily
75 of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building
76 materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the
77 project are manufactured in the U.S.

78
79 **Trade Restriction Certification.** By submission of an offer, the Offeror certifies that with respect to this
80 solicitation and any resultant contract, the Offeror –

- 81
82 1) is not owned or controlled by one or more citizens of a foreign country included in the list of
83 countries that discriminate against U.S. firms as published by the Office of the United States Trade
84 Representative (USTR);
85 2) has not knowingly entered into any contract or subcontract for this project with a person that is a
86 citizen or national of a foreign country included on the list of countries that discriminate against U.S.
87 firms as published by the USTR; and
88 3) has not entered into any subcontract for any product to be used on the Federal project that is
89 produced in a foreign country included on the list of countries that discriminate against U.S. firms
90 published by the USTR.

91
92 This certification concerns a matter within the jurisdiction of an agency of the United States of America and
93 the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under
94 Title 18 USC § 1001.

95
96 The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor
97 learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous

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.

98 by reason of changed circumstances. The Contractor must require subcontractors provide immediate written
99 notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed
100 circumstances.

101

102 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR
103 § 30.17, no contract shall be awarded to an Offeror or subcontractor:

104

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

110

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

115

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

121

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

126

127 **Certification of Offeror/Bidder Regarding Debarment.** By submitting a bid/proposal under this
128 solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended
129 by any Federal department or agency from participation in this transaction.

130

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

132

133

134

135

136

137

138

139

140 **BID DOCUMENTS & TECHNICAL SPECIFICATIONS**

141

142 **TABLE OF CONTENTS**

143

144 **SECTION 1**

145 Notice to Bidders.....1-1

146

147 **SECTION 2**

148 Instructions to Bidders.....2-1

149

150 **SECTION 3**

151 General Provisions (FAA).....3-1

152 Section 10 – Definition of Terms.....3-3

153 Section 20 – Proposal Requirements and Conditions.....3-9

154 Section 30 – Award and Execution of Contract.....3-13

155 Section 40 – Scope of Work.....3-15

156 Section 50 – Control of Work.....3-17

157 Section 60 – Control of Materials.....3-21

158 Section 70 – Legal Regulations and Responsibility to Public3-25

159 Section 80 – Execution and Progress3-29

160 Section 90 – Measurement and Payment3-35

161

162 **SECTION 4**

163 Supplementary Provisions4-1

164 Part A – Federal and State Provisions4-1

165 Part B – DBE Administration.....4-19

166 Part C – Local Provisions4-25

167

168 **SECTION 5**

169 Technical Specifications5-1

170

171 **PROPOSAL/FORMS**

172 Proposal Form.....B-1

173 Performance Bond.....B-28

174 Payment Bond.....B-32

175 Contract Agreement.....B-36

176

Intentionally Left Blank

177
178
179
180
181
182
183

SECTION 1 NOTICE TO BIDDERS

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

184 Sealed bids subject to the conditions and provisions presented herein will be received until 2:00 PM (CST),
185 Monday, June 3, 2024, and then publicly opened and read at 14301 Creve Coeur Airport Rd, St. Louis, MO
186 63146, for furnishing all labor, materials, equipment and performing all work necessary to

187
188 Schedule I - Acquire Snow Removal Equipment
189

190 **Contract Documents.** The complete set of Specifications and Contract Documents can be requested from
191 Albert Stix at 1h0srebid@gmail.com, beginning on May 13, 2024. In order to submit a responsive bid as a
192 Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's
193 List. For additional information, please contact us via email at 1h0srebid@gmail.com.
194

195 *Note that contractors will NOT be automatically added to new projects. You will need to re-submit the online
196 form for access to new projects. Once granted access, additional projects will use your same login credentials.
197 **Note:** Plan ahead when submitting the online request form and allow up to 2 business days for approval and
198 access to projects.
199

200 **Pre-Bid Conference.** The pre-bid conference for this project will be held on Monday, May 20, 2024 at 2:00
201 PM (CST), via Conference Call. **The link to the pre-bid conference will be provided by addendum.** All
202 bidders are required to become familiar with all equipment requirements prior to submitting their bid.
203

204 **Contract Work Items.** This project will involve the following work items and estimated quantities.
205 Prospective bidders are hereby advised that the quantities indicated herein are approximate and are subject to
206 change.
207

Item No.	Item Description	Unit	Schedule I
			ESTIMATE
SRE-100a	SRE Carrier Vehicle	LS	1
SRE-100b	Vehicle-Mounted Airport Runway Broom	LS	1
SRE-100c	Vehicle-Mounted Snow Plow	LS	1

208
209 **Contract Time.** The owner has established a completion date of June 30, 2024. However, if the notice to
210 proceed is delayed, an equivalent number of days will be added to the completion date. All project work shall
211 be substantially completed within the stated timeframe. This project is subject to liquidated damages as
212 prescribed in the project manual.
213

214 **Bid Security.** No bid will be considered unless accompanied by a certified check or cashier's check on any
215 bank or trust company insured by the Federal Deposit Insurance Corporation, payable to the Owner, for not
216 less than five (5) percent of the total amount of the bid, or by a bid bond secured by an approved surety or
217 sureties, payable to the Creve Coeur Airport Improvement Corporation, for not less than five (5) percent of
218 the total amount of the bid.
219

220 **Bonding Requirements.** The successful bidder will be required to furnish separate performance and payment
221 bonds each in an amount equal to 100% of the contract price at the time of contract execution.
222

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

- 226
- 227 a. In addition to other factors, bid offers will be evaluated on the basis of advantages and
228 disadvantages to the Owner that might result from offers received.
- 229
- 230 b. The Owner reserves the right to reject any or all proposals and to waive informalities and/or
231 irregularities in the bid offer. Bids may be held by the owner for a period not to exceed 90
232 calendar days from the date of the bid opening for the purpose of conducting the bid
233 evaluation.
- 234
- 235 c. Total bid will be evaluated and awarded as follows: It is the Owner's intent to award this bid
236 based on the **TOTAL BASE BID FOR ALL ITEMS, split awards will not be made.**
- 237
- 238 d. The Owner will determine which Schedules and/or Bid Alternates will be awarded based on
239 the received bid prices and available funding. The project award will be based on the low bid
240 sum of the Schedules and Bid Alternates awarded by the Owner. Not all Schedules and/or
241 Bid Alternates may be awarded. A combination of Schedules and Bid Alternates may be
242 awarded, including only a single Schedule. The numbering of the Schedules or Bid Alternates
243 does not necessarily indicate the order of award.
- 244
- 245 e. The project award is contingent on the availability of funding.

246

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

248

249 **Disadvantaged Business Enterprise – 49 CFR Part 26:** The requirements of 49 CFR Part 26, Regulations
250 of the U.S. Department of Transportation, apply to this contract. It is the policy of MoDOT and the **Creve**
251 **Coeur Airport Improvement Corporation** to practice nondiscrimination based on race, color, sex or national
252 origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged
253 to submit bids/proposals regardless of their business size or ownership. Awards of this contract will be
254 conditioned upon satisfying the requirements of this section. These requirements apply to all bidders, including
255 those who qualify as a DBE. The owner's award of this contract is condition upon the bidder satisfying the
256 good faith effort requirements of 49 CFR §26.53. A DBE contract goal of **0** percent has been established for
257 this contract. The *non-DBE* bidder shall subcontract **0** percent of the dollar value of the base bid(s), excluding
258 any additive alternates, to disadvantaged business enterprises (DBE) or make good faith efforts to meet the
259 DBE contract goal. *The bidder and any subcontractor who qualifies as a DBE who subcontracts work to another non-DBE*
260 *firm must subtract the amount of the non-DBE contract from the total DBE work counted toward the goal, as defined in 49 CFR*
261 *Part 26.55.*

262

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

269

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

272

273 **Debarment, Suspension, Ineligibility and Voluntary Exclusion –Title 2 CFR Part 180 (Subpart C) Title**
274 **2, CFR Part 1200:** The bidder certifies, by submission of a proposal or acceptance of a contract, that neither
275 it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or
276 voluntarily excluded from participation in this transaction by any Federal department or agency.

278 **Foreign Trade Restriction – 49 CFR Part 30:** By submission of an offer, the Offeror certifies that with
279 respect to this solicitation and any resultant contract, the Offeror--

280
281 a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries
282 that discriminate against U.S. firms published by the Office of the United States Trade Representative
283 (USTR);

284
285 b. has not knowingly entered into any contract or subcontract for this project with a person that is a
286 citizen or national of a foreign country included on the list of countries that discriminate against U.S.
287 firms as published by the USTR; and

288
289 c. has not entered into any subcontract for any product to be used on the Federal project that is produced
290 in a foreign country included on the list of countries that discriminate against U.S. firms published by
291 the USTR.

292
293 **Buy American Certificate – Aviation Safety and Capacity Act of 1990:** This contract is subject to the “Buy
294 American Preferences” of the Aviation Safety and Capacity Act of 1990. Prospective Bidders are required to
295 certify that steel and manufactured products have been produced in the United States and to clearly identify
296 those items produced or manufactured outside of the United States.

297
298 **Additional Provisions:** Modification to the project documents may only be made by written addendum by
299 the Owner or Owner’s authorized Representative.

300
301 The proposal must be made on the forms provided within the bound project manual. Bidders must supply all
302 required information prior to the time of bid opening.

303
304 Additional Federal provisions can be found in Section 4 of this document.

305

Intentionally Left Blank

307
308
309
310
311
312

SECTION 2 INSTRUCTIONS TO BIDDERS

313 This section contains excerpts of the bidding requirements from Section 20 of the
314 General Provisions. The bidder's attention is directed to Section 20 for complete details.
315

316 **1. THE EXECUTED PROPOSAL FORM MUST BE SUBMITTED WITH EACH PAGE FROM**
317 **SECTION B-1 THROUGH B-40. EACH FORM MUST BE COMPLETELY FILLED OUT.**
318

319 2. The apparent low bidder shall submit "evidence of competency" and "evidence of financial responsibility"
320 to the owner with the bid proposal in accordance with Section 20-02 of the General Provisions. In addition,
321 the resumes of all key personnel shall be provided with the bid proposal detailing experience on similar
322 airfield construction projects.
323

324 3. Each bidder shall certify in the Proposal Form at the time of bid submittal that they acknowledge receipt
325 of all issued addenda.
326

327 4. No bid will be considered unless accompanied by a certified check or cashier's check on any bank or trust
328 company insured by the Federal Deposit Insurance Corporation, payable to the owner, for not less than
329 five (5) percent of the amount of the bid, or by a bid bond secured by an approved surety or sureties
330 (licensed to conduct surety business in the state of Missouri), payable to the owner, for not less than five
331 (5) percent of the amount of the bid.
332

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

336 14301 Creve Coeur Airport Rd, St. Louis, MO 63146
337

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

339 Sealed Bid Proposal
340 Bid of NAME OF BIDDER
341 For construction improvements at Creve Coeur Airport
342 State Block Grant Project No.: 23-113P-1
343 To be opened at: 2:00 PM (CST), Monday, June 3, 2024

344 For a modification to a previously submitted proposal, insert "Modification to Proposal" in place of "Sealed
345 Bid Proposal".
346

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

- 349 • Submittal of more than one proposal from the same partnership, firm or corporation;
- 350 • Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- 351 • Failure by Bidder to furnish satisfactory bid guarantee;
- 352 • Failure by Bidder to provide all information required of the bid forms;
- 353 • Failure by Bidder to comply with the requirements of bid instructions;
- 354 • Failure by Bidder to complete the applicable Buy American Certification;
- 355 • Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE
356 firms;
- 357 • Determination by the Owner that Bidder is not qualified to accomplish the project work;
- 358 • Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;
- 359

- 360 • Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- 361 • Inclusion of the Bidder as an Excluded Party in the System for Award Management;
- 362 • Evidence of collusion among bidders.
- 363

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

SECTION 3

PART 1 – GENERAL CONTRACT PROVISIONS

369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390

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

391

Intentionally Left Blank

SECTION 10 DEFINITION OF TERMS

392
393
394
395
396
397
398

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

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

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

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

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

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

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

399
400
401
402
403

END OF SECTION 10

404 **SECTION 20**
405 **PROPOSAL REQUIREMENTS AND CONDITIONS**
406

407 **20-01 ADVERTISEMENT (Notice to Bidders).** This project has been advertised on the following dates:

408 St. Louis Post-Dispatch: May 15, 2024

409 MoDOT's

LPA

Website

410 (http://www.modot.org/business/contractor_resources/bid_opening_info/advertisement.htm): May
411 13, 2024
412

413
414 **20-02 QUALIFICATION OF BIDDERS.** Each bidder shall submit evidence of competency and evidence of
415 financial responsibility to perform the work to the Owner at the time of bid opening.
416

417 Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past
418 experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.
419

420 Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial
421 responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial
422 resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall
423 be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall
424 further certify whether their financial responsibility is approximately the same as stated or reported by the public
425 accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's
426 statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is
427 submitted to the Owner.
428

429 Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway
430 Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of
431 State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the
432 certified statements or reports specified above.
433

434 **20-03 CONTENTS OF PROPOSAL FORMS.** The Owner's proposal forms state the location and description
435 of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities
436 of the various items of work to be performed and materials to be furnished for which unit bid prices are asked.
437 The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty
438 that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical
439 forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal
440 irregular are given in paragraph 20-09, *IRREGULAR PROPOSALS*.
441

442 A pre-bid conference is required on this project to discuss as a minimum, the following items: material
443 requirements; submittals; and Quality Control/Quality Assurance requirements. The pre-bid conference for this
444 project will be held on Monday, May 20, 2024 at 2:00 PM (CST), via Conference Call. **The link to the pre-bid
445 conference will be provided by addendum.** All bidders are required to become familiar with all equipment
446 requirements prior to submitting their bid.
447

448 **20-04 ISSUANCE OF PROPOSAL FORMS.** The Owner reserves the right to refuse to issue a proposal form
449 to a prospective bidder should such bidder be in default for any of the following reasons:
450

- 451 a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or
452 otherwise included, in the proposal as a requirement for bidding.
- 453 b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with
454 the Owner at the time the Owner issues the proposal to a prospective bidder.
- 455 c. Documented record of Contractor default under previous contracts with the Owner.
456
457

- 458
459 **d.** Documented record of unsatisfactory work on previous contracts with the Owner.
460

461 **20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.** An estimate of quantities of
462 work to be done and materials to be furnished under these specifications is given in the proposal. It is the result
463 of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the
464 award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved
465 will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such
466 estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the
467 Contractor will be made only for the actual quantities of work performed or materials furnished in accordance
468 with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter
469 provided in the Section 40, paragraph 40-02, *ALTERATION OF WORK AND QUANTITIES*, without in any
470 way invalidating the unit bid prices.
471

472 **20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.** The bidder is expected to carefully
473 examine the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character,
474 quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the
475 proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such
476 examination and is satisfied as to the conditions to be encountered in performing the work and as to the
477 requirements of the proposed contract and specifications.
478

479 **20-07 PREPARATION OF PROPOSAL.** The bidder shall submit his or her proposal on the forms furnished
480 by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in
481 where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in
482 ink or typed) both in words and numerals which they propose to do for each pay item furnished in the proposal.
483 In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.
484

485 The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post
486 office address must be shown. If made by a partnership, the name and post office address of each member of the
487 partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the
488 state where the corporation was chartered and the name, titles, and business address of the president, secretary,
489 and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the
490 signature is binding upon the firm or corporation.
491

492 **20-08 RESPONSIVE AND RESPONSIBLE BIDDER.** A responsive bid conforms to all significant terms
493 and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the
494 exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.
495

496 A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed
497 procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance
498 with public policy, record of past performance, and financial and technical resources.
499

500 **20-09 IRREGULAR PROPOSALS.** Proposals shall be considered irregular for the following reasons:
501

- 502 **a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or
503 if any part of the proposal form is detached.
504
505 **b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that
506 make the proposal incomplete, indefinite, or otherwise ambiguous.
507
508 **c.** If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of
509 authorized alternate pay items, for which the bidder is not required to furnish a unit price.
510
511 **d.** If the proposal contains unit prices that are obviously unbalanced.

- 512
- 513 e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- 514
- 515 f. If the applicable Disadvantaged Business Enterprise information is incomplete.
- 516

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

520

521 **20-10 BID GUARANTEE.** Each separate proposal shall be accompanied by a bid bond, certified check, or
522 other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral
523 shall be made payable to the Owner.

524

525 **20-11 DELIVERY OF PROPOSAL.** Each proposal submitted shall be placed in a sealed envelope plainly
526 marked with the project number, location of airport, and name and business address of the bidder on the outside.
527 When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an
528 additional envelope. No proposal will be considered unless received at the place specified in the advertisement or
529 as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening
530 time shall be returned to the bidder unopened.

531

532 **20-12 WITHDRAWAL OR REVISION OF PROPOSALS.** A bidder may withdraw or revise (by withdrawal
533 of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received
534 by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received
535 at the place specified in the advertisement before the time specified for opening all bids.

536

537 **20-13 PUBLIC OPENING OF PROPOSALS.** Proposals shall be opened, and read, publicly at the time and
538 place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to
539 attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified
540 for opening bids shall be returned to the bidder unopened.

541

542 **20-14 DISQUALIFICATION OF BIDDERS.** A bidder shall be considered disqualified for any of the
543 following reasons:

- 544
- 545 a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or
546 different name.
- 547
- 548 b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as
549 bidders for any future work of the Owner until any such participating bidder has been reinstated by the
550 Owner as a qualified bidder.
- 551
- 552 c. If the bidder is considered to be in "default" for any reason specified in the paragraph 20-04, *ISSUANCE*
553 *OF PROPOSAL FORMS*, of this section.
- 554

555 **20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid
556 documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true
557 meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later
558 than **three business** days prior to bid opening.

559

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

563

564 **END OF SECTION 20**

565

566

Intentionally Left Blank

567
568
569

SECTION 30 AWARD AND EXECUTION OF CONTRACT

570 **30-01 CONSIDERATION OF PROPOSALS.** After the proposals are publicly opened and read, they will be
571 compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown
572 in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written
573 in words and unit bid prices written in numbers, the unit price written in words shall govern.

574
575 Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the
576 following reasons:

- 577
- 578 a. If the proposal is irregular as specified in the Section 20, paragraph 20-09, *IRREGULAR PROPOSALS*.
 - 579
 - 580 b. If the bidder is disqualified for any of the reasons specified in the section 20, paragraph 20-14,
581 *DISQUALIFICATION OF BIDDERS*.
 - 582

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

587
588 **30-02 AWARD OF CONTRACT.** The award of a contract, if it is to be awarded, shall be made within 30
589 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

590
591 If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder
592 whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

593
594 **30-03 CANCELLATION OF AWARD.** The Owner reserves the right to cancel the award without liability to
595 the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties
596 and is approved by the Owner in accordance with the paragraph 30-07, *APPROVAL OF CONTRACT*.

597
598 **30-04 RETURN OF PROPOSAL GUARANTY.** All proposal guaranties, except those of the two lowest
599 bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph
600 30-01, *CONSIDERATION OF PROPOSALS*. Proposal guaranties of the two lowest bidders will be retained by
601 the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be
602 returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract
603 bonds as specified in the paragraph 30-05, *REQUIREMENTS OF CONTRACT BONDS*.

604
605 **30-05 REQUIREMENTS OF CONTRACT BONDS.** At the time of the execution of the contract, the
606 successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and
607 the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by
608 reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be
609 acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum
610 equal to the full amount of the contract.

611
612 **30-06 EXECUTION OF CONTRACT.** The successful bidder shall sign (execute) the necessary agreements
613 for entering into the contract and return the signed contract to the Owner, along with the fully executed surety
614 bond or bonds specified in the paragraph 30-05, *REQUIREMENTS OF CONTRACT BONDS* of this section,
615 within 30 calendar days from the date mailed or otherwise delivered to the successful bidder.

620 **30-07 APPROVAL OF CONTRACT.** Upon receipt of the contract and contract bond or bonds that have been
621 executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local
622 laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract
623 to the Contractor shall constitute the Owner’s approval to be bound by the successful bidder’s proposal and the
624 terms of the contract.

625
626 **30-08 FAILURE TO EXECUTE CONTRACT.** Failure of the successful bidder to execute the contract and
627 furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *EXECUTION OF*
628 *CONTRACT*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal
629 guaranty, not as a penalty, but as liquidation of damages to the Owner.

630
631
632

END OF SECTION 30

SECTION 40 SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

690
691 Any claim for payment of extra work that is not covered by written agreement (change order or supplemental
692 agreement) shall be rejected by the Owner.

693
694 **40-05 MAINTENANCE OF TRAFFIC.** Not used.

695
696 **40-06 REMOVAL OF EXISTING STRUCTURES.** Not used.

697
698 **40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.** Not used.

699
700 **40-08 FINAL CLEANING UP.** Not used.

701

702

703

704

END OF SECTION 40

SECTION 50 CONTROL OF WORK

705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756

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

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

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

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

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

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

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

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

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

760
761 The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the
762 event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner
763 or the designated representative in writing requesting their written interpretation and decision.

764
765 **50-04 LIST OF SPECIAL PROVISIONS.** See Section 4 for the Project Special Provisions.

766
767 **50-05 COOPERATION OF CONTRACTOR.** The Contractor will be supplied with five hard copies or an
768 electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all
769 times one hard copy each of the plans and specifications. Additional hard copies of plans and specifications may
770 be obtained by the Contractor for the cost of reproduction.

771
772 The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with
773 the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a
774 competent superintendent on the work at all times who is fully authorized as their agent on the work. The
775 superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall
776 receive and fulfill instructions from the RPR or their authorized representative.

777
778 **50-06 COOPERATION BETWEEN CONTRACTORS.** The Owner reserves the right to contract for and
779 perform other or additional work on or near the work covered by this contract.

780
781 When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to
782 interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors
783 working on the same project shall cooperate with each other as directed.

784
785 Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract
786 and shall protect and save harmless the Owner from any and all damages or claims that may arise because of
787 inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working
788 within the limits of the same project.

789
790 The Contractor shall arrange his or her work and shall place and dispose of the materials being used to not interfere
791 with the operations of the other Contractors within the limits of the same project. The Contractor shall join their
792 work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

793
794 **50-07 CONSTRUCTION LAYOUT AND STAKES.** Not used.

795
796 **50-08 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS.** Not used.

797
798 **50-09 INSPECTION OF THE WORK.** All materials and each part or detail of the work shall be subject to
799 inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information
800 and assistance by the Contractor as is required to make a complete and detailed inspection.

801
802 If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such
803 portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of
804 the work to the standard required by the specifications. Should the work thus exposed or examined prove
805 acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed
806 will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering,
807 or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's
808 expense.

809

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

813
814 Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the
815 property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right
816 to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall
817 in no way interfere with the rights of the parties to this contract.

818
819 **50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** All work that does not
820 conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless
821 otherwise determined acceptable by the RPR as provided in paragraph 50-02, *CONFORMITY WITH PLANS*
822 *AND SPECIFICATIONS*.

823
824 Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through
825 carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed
826 immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-
827 14, *CONTRACTOR'S RESPONSIBILITY FOR WORK*.

828
829 No removal work made under provision of this paragraph shall be done without lines and grades having been
830 established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown
831 on the plans or as established by the RPR, except as herein specified, or any extra work done without authority,
832 will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done
833 may be ordered removed or replaced at the Contractor's expense.

834
835 Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of
836 this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced;
837 and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the
838 Contractor.

839
840 **50-11 LOAD RESTRICTIONS** The Contractor shall comply with all legal load restrictions in the hauling of
841 materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability
842 for damage that may result from the moving of material or equipment.

843
844 The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of
845 construction will not be permitted. The Contractor, at their own expense, shall be responsible for the repair to
846 equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and
847 personnel.

848
849 **50-12 MAINTENANCE DURING CONSTRUCTION.** Not used.

850
851 **50-13 FAILURE TO MAINTAIN THE WORK.** Not used.

852
853 **50-14 PARTIAL ACCEPTANCE.** If at any time during the execution of the project the Contractor substantially
854 completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor
855 may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been
856 satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the
857 Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy
858 by the Owner shall not void or alter any provision of the contract.

859
860

861 **50-15 FINAL ACCEPTANCE.** Upon due notice from the Contractor of presumptive completion of the entire
862 project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the
863 contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall
864 constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of
865 the final inspection.
866

867 If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the
868 Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another
869 inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily
870 completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this
871 acceptance as of the date of final inspection.
872

873 **50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES.** If for any reason the Contractor deems that
874 additional compensation is due for work or materials not clearly provided for in the contract, plans, or
875 specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their
876 intention to claim such additional compensation before the Contractor begins the work on which the Contractor
877 bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor
878 for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such
879 additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of
880 the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work
881 on which the claim for additional compensation is based has been completed, the Contractor shall, within 10
882 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance
883 with local laws or ordinances.
884

885 Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based
886 on differences in measurements or computations.
887

888
889 **END OF SECTION 50**
890

891
892
893

SECTION 60 CONTROL OF MATERIALS

894 **60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The materials used in the work shall
895 conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials
896 that are manufactured or processed shall be new (as compared to used or reprocessed).
897

898 In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR
899 as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be
900 furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.
901

902 At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial
903 that sources of supply for previously approved materials do not produce specified products, the Contractor shall
904 furnish materials from other sources.
905

906 The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is
907 listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program, and Addendum* that is in effect on the date
908 of advertisement
909

910 **60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** All materials used in the work shall be
911 inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any
912 work in which untested materials are used without approval or written permission of the RPR shall be performed
913 at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed
914 by the RPR, shall be removed at the Contractor's expense.
915

916 Unless otherwise designated, quality assurance tests will be made by and at the expense of the Contractor in
917 accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation
918 Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which
919 are current on the date of advertisement for bids.
920

921 The testing organizations performing on-site quality assurance field tests shall have copies of all referenced
922 standards on the construction site for use by all technicians and other personnel. Unless otherwise designated,
923 samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are
924 subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all
925 tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.
926

927 **60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA).** The RPR may permit the use,
928 prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating
929 that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed
930 by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a
931 certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes
932 all applicable test results.
933

934 Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and
935 if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.
936

937 The form and distribution of certificates of compliance shall be as approved by the RPR.
938

939 When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the
940 specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for
941 each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify
942 each lot delivered and shall certify as to:
943

- 944 a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
945
946 b. Suitability of the material or assembly for the use intended in the contract work.
947

948 The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.
949

950 The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of
951 compliance.
952

953 **60-04 PLANT INSPECTION.** The RPR or their authorized representative may inspect, at its source, any
954 specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time
955 for the purpose of determining compliance with specified manufacturing methods or materials to be used in the
956 work and to obtain samples required for acceptance of the material or assembly.
957

958 Should the RPR conduct plant inspections, the following conditions shall exist:
959

- 960 a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom
961 the Contractor has contracted for materials.
962
963 b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the
964 manufacture or production of the materials being furnished.
965
966 c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be
967 reasonably needed for conducting plant inspections. Place office or working space in a convenient
968 location with respect to the plant.
969

970 It is understood and agreed that the Owner shall have the right to retest any material that has been tested and
971 approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only
972 material which, when retested, does not meet the requirements of the contract, plans, or specifications
973

974 **60-05 ENGINEER/RESIDENT PROJECT REPRESENTATIVE (RPR) FIELD OFFICE.** An
975 Engineer/RPR field office is not required.
976

977 **60-06 STORAGE OF MATERIALS.** Not used.
978

979 **60-07 UNACCEPTABLE MATERIALS.** Any material or assembly that does not conform to the requirements
980 of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall
981 remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.
982

983 Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned
984 to the site of the work until such time as the RPR has approved its use in the work.
985

986 **60-08 OWNER FURNISHED MATERIALS.** The Contractor shall furnish all materials required to complete
987 the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made
988 available to the Contractor at the location specified.
989

990 All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-
991 furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished
992 material is used.
993
994

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

1000
1001
1002
1003

END OF SECTION 60

Intentionally Left Blank

1004 **SECTION 70**
1005 **LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**
1006

1007 **70-01 LAWS TO BE OBSERVED.** The Contractor shall keep fully informed of all federal and state laws, all
1008 local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or
1009 authority, which in any manner affect those engaged or employed on the work, or which in any way affect the
1010 conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances,
1011 regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants
1012 against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order,
1013 or decree, whether by the Contractor or the Contractor's employees.
1014

1015 **70-02 PERMITS, LICENSES, AND TAXES.** The Contractor shall procure all permits and licenses, pay all
1016 charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.
1017

1018 **70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES.** If the Contractor is required or desires
1019 to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide
1020 for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify
1021 and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by
1022 reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall
1023 indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an
1024 infringement, at any time during the execution or after the completion of the work.
1025

1026 **70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS.** Not used.
1027

1028 **70-05 FEDERAL AID PARTICIPATION.** The United States Government has agreed to reimburse the Owner
1029 for some portion of the contract costs. The contract work is subject to the inspection and approval of duly
1030 authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as
1031 making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights
1032 of either party to the contract.
1033

1034 **70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor shall provide and maintain in
1035 a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply
1036 with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.
1037

1038 Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety
1039 and health standards. The Contractor shall not require any worker to work in surroundings or under
1040 conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.
1041

1042 The contractor shall be aware of all COVID-19 guidance from the Center for Disease Control (CDC) and
1043 other government health mandates and conduct all operations in conformance with these
1044 safety directives. The guidance may change during the project construction and the contractor shall
1045 change and adapt their operation and safety protocols accordingly.
1046

1047 The contractor shall include these procedures in the project safety plan as called for in the contract
1048 documents and revise the safety plan as needed.
1049

1050 The contractor shall be aware of the Missouri Standard Specifications for Highway Construction Section
1051 107.1 "Laws to be Observed".
1052

1053 **70-07 PUBLIC CONVENIENCE AND SAFETY.** The Contractor shall control their operations and those of
1054 their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all
1055 circumstances, safety shall be the most important consideration.
1056

1057 **70-08 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).** Not used.

1058 **70-09 USE OF EXPLOSIVES.** Not used.

1059

1060 **70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** The Contractor shall
1061 be responsible for the preservation of all public and private property, and shall protect carefully from disturbance
1062 or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise
1063 referenced their location and shall not move them until directed.

1064

1065 The Contractor shall be responsible for all damage or injury to property of any character, during the execution of
1066 the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or
1067 at any time due to defective work or materials, and said responsibility shall not be released until the project has
1068 been completed and accepted.

1069

1070 When or where any direct or indirect damage or injury is done to public or private property by or on account of
1071 any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution
1072 thereof by the Contractor, the Contractor shall restore, at their own expense, such property to a condition similar
1073 or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be
1074 directed, or the Contractor shall make good such damage or injury in an acceptable manner.

1075

1076 **70-11 RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor shall indemnify and hold harmless the
1077 Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any
1078 character, brought because of any injuries or damage received or sustained by any person, persons, or property on
1079 account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding
1080 the work; or through use of unacceptable materials in constructing the work; or because of any act or omission,
1081 neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements
1082 of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's
1083 Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue
1084 of their own contract considered necessary by the Owner for such purpose may be retained for the use of the
1085 Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or
1086 damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money
1087 due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is
1088 adequately protected by public liability and property damage insurance.

1089

1090 **70-12 THIRD PARTY BENEFICIARY CLAUSE.** It is specifically agreed between the parties executing the
1091 contract that it is not intended by any of the provisions of any part of the contract to create for the public or any
1092 member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for
1093 personal injuries or property damage pursuant to the terms or provisions of the contract.

1094

1095 **70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC.** Not used

1096

1097 **70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the RPR's final written acceptance of the
1098 entire completed work, excepting only those portions of the work accepted in accordance with Section 50,
1099 paragraph 50-14, *PARTIAL ACCEPTANCE*, the Contractor shall have the charge and care thereof and shall take
1100 every precaution against injury or damage to any part due to the action of the elements or from any other cause,
1101 whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair,
1102 restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes
1103 before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes
1104 beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of
1105 God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the
1106 public enemy or of government authorities.

1107

1108 If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take
1109 such precautions necessary to prevent damage to the work.

1110

1111 **70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF**
1112 **OTHERS.** Not used.

1113
1114 **70-16 FURNISHING RIGHTS-OF-WAY.** Not used.

1115
1116 **70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the contract provisions or
1117 in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR,
1118 their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is
1119 understood that in such matters they act solely as agents and representatives of the Owner.

1120
1121 **70-18 NO WAIVER OF LEGAL RIGHTS.** Upon completion of the work, the Owner will expeditiously make
1122 final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude
1123 or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of
1124 the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety,
1125 or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her
1126 obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall
1127 not be held to be a waiver of any other or subsequent breach.

1128
1129 The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects,
1130 fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or
1131 guaranty.

1132
1133 **70-19 ENVIRONMENTAL PROTECTION.** The Contractor shall comply with all federal, state, and local laws
1134 and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to
1135 prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful
1136 materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

1137
1138 **70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.** Not used.

1139
1140 **70-21 INSURANCE REQUIREMENTS.** The Contractor shall pay for and maintain during the life of this
1141 contract adequate Workmen's Compensation, Public Liability and Property Damage Insurance. The Contractor is
1142 charged with the responsibility for adequate and proper coverage for all his subcontract operations. Contractor
1143 shall furnish to the Sponsor satisfactory proof of carriage of the insurance required. Public Liability Insurance
1144 shall be in the amount of not less than \$1,000,000.00 for injuries, including accidental death, to any one person,
1145 nor less than \$1,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an
1146 amount not less than \$1,000,000.00. Such Liability Insurance shall include completed operation coverage.

1147
1148
1149
1150

END OF SECTION 70

1151

Intentionally Left Blank

1152

1153

1154

SECTION 80

EXECUTION AND PROGRESS

1155 **80-01 SUBLETTING OF CONTRACT.** The Owner will not recognize any subcontractor on the work. The
1156 Contractor shall at all times be represented by a designated, qualified representative who is duly authorized to
1157 receive and execute orders of the Resident Project Representative (RPR).
1158

1159 The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total
1160 contract cost.
1161

1162 Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be
1163 presented for the consideration and approval of the Owner, and shall be consummated only on the written approval
1164 of the Owner.
1165

1166 **The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the**
1167 **project. As a minimum, the information shall include the following:**

- 1168 • Subcontractor's legal company name.
- 1169 • Subcontractor's legal company address, including County name.
- 1170 • Principal contact person's name, telephone and fax number.
- 1171 • Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- 1172 • Copies of required insurance certificates in accordance with the specifications.
- 1173 • Minority/ non-minority status.
1174

1175 **80-02 NOTICE TO PROCEED.** The Owners notice to proceed will state the date on which contract time
1176 commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The
1177 Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor
1178 shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.
1179

1180 **80-03 EXECUTION AND PROGRESS.** Unless otherwise specified, the Contractor shall submit their
1181 coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days
1182 prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the
1183 Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract.
1184 The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the
1185 Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee
1186 the completion of the project in accordance with the plans and specifications within the time set forth in the
1187 proposal.
1188

1189 If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request,
1190 submit a revised schedule for completion of the work within the contract time and modify their operations to
1191 provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the
1192 execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in
1193 advance of resuming operations.
1194

1195 The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the
1196 Owner.
1197

1198 **80-04 LIMITATION OF OPERATIONS.** Not used.
1199

1200 **80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION.** Not used.
1201

1202 **80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.** The Contractor shall, at all times,
1203 employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required
1204 by the contract, plans, and specifications.

1205 All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers
1206 engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the
1207 equipment required to perform the work satisfactorily.

1208
1209 Any person employed by the Contractor or by any subcontractor who violates any operational regulations or
1210 operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful
1211 manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the
1212 Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work
1213 without approval of the RPR.

1214
1215 Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel
1216 for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such
1217 orders.

1218
1219 All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition
1220 as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion
1221 of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due
1222 to its use.

1223
1224 When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in
1225 the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity
1226 with the requirements of the contract, plans, and specifications.

1227
1228 When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used
1229 unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other
1230 than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be
1231 in writing and shall include a full description of the methods and equipment proposed and of the reasons for
1232 desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully
1233 responsible for producing work in conformity with contract requirements. If, after trial use of the substituted
1234 methods or equipment, the RPR determines that the work produced does not meet contract requirements, the
1235 Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work
1236 with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with
1237 work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in
1238 basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods
1239 or equipment under this paragraph.

1240
1241 **80-06 TEMPORARY SUSPENSION OF THE WORK.** The Owner shall have the authority to suspend the
1242 work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or
1243 other conditions considered unfavorable for the execution of the work, or for such time necessary due to the
1244 failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

1245
1246 In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause
1247 not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be
1248 reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made
1249 for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to
1250 suspend work to the effective date of the written order to resume the work. Claims for such compensation shall
1251 be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall
1252 submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the
1253 Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of
1254 this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or
1255 for any other delay provided for in the contract, plans, or specifications.

1256
1257

1258 If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such
 1259 manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every
 1260 precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the
 1261 work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the
 1262 airport.

1263
 1264 **80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME.** The completion date for the
 1265 work shall be stated in the proposal and contract and shall be known as the Contract Time.

1266
 1267 If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

1268
 1269 **80-07.1 CONTRACT TIME BASED ON SPECIFIC COMPLETION DATE.** When the contract time is a
 1270 specified completion date, it shall be the date on which all contract work shall be substantially complete.

1271
 1272 If the Contractor finds it impossible for reasons beyond their own control to complete the work within the contract
 1273 time as specified, or as extended in accordance with the provisions of this paragraph, the Contractor may, at any
 1274 time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension
 1275 of time setting forth the reasons which the Contractor believes will justify the granting of their own request.
 1276 Requests for extension of time, caused by inclement weather, shall be supported with National Weather Bureau
 1277 data showing the actual amount of inclement weather exceeded what could normally be expected during the
 1278 contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of
 1279 time. If the supporting documentation justify the work was delayed because of conditions beyond the control and
 1280 without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts
 1281 the contract time or completion date. The extended time for completion shall then be in full force and effect, the
 1282 same as though it were the original time for completion.

1283
 1284 **80-08 FAILURE TO COMPLETE ON TIME.** For each calendar day or working day, as specified in the
 1285 contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as
 1286 provided in the paragraph 80-07, *DETERMINATION AND EXTENSION OF CONTRACT TIME*, the sum
 1287 specified in the contract and proposal as liquidated damages will be deducted from any money due or to become
 1288 due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be
 1289 considered as liquidation of a reasonable portion of damages including but not limited to additional engineering
 1290 services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided
 1291 in their contract.

1292

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

1293

1294 The maximum construction time allowed for Schedule I is June 30, 2024. However, if the not to proceed is delayed,
 1295 an equivalent number of days will be added to the completion date. Permitting the Contractor to continue and
 1296 finish the work or any part of it after the time fixed for its completion, or after the date to which the time for
 1297 completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its
 1298 rights under the contract.

1299

1300 **80-09 DEFAULT AND TERMINATION OF CONTRACT.** The Contractor shall be considered in default
 1301 of their contract and such default will be considered as cause for the Owner to terminate the contract for any of
 1302 the following reasons if the Contractor:

1303

- 1304 a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
 1305
 1306 b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure
 1307 completion of work in accordance with the terms of the contract, or
 1308

- 1309 c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as
 1310 may be rejected as unacceptable and unsuitable, or
 1311
 1312 d. Discontinues the execution of the work, or
 1313
 1314 e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
 1315
 1316 f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
 1317
 1318 g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
 1319
 1320 h. Makes an assignment for the benefit of creditors, or
 1321
 1322 i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
 1323

1324 Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall
 1325 immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the
 1326 Contractor in default and the Owner's intentions to terminate the contract.
 1327

1328 If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith,
 1329 then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the
 1330 Contractor's failure to comply with such notice, have full power and authority without violating the contract, to
 1331 take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all
 1332 materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an
 1333 agreement for the completion of said contract according to the terms and provisions thereof, or use such other
 1334 methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.
 1335

1336 All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will
 1337 be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum
 1338 which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay
 1339 to the Owner the amount of such excess.
 1340

1341 **80-10 TERMINATION FOR NATIONAL EMERGENCIES.** The Owner shall terminate the contract or
 1342 portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract
 1343 as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of
 1344 national defense.
 1345

1346 When the contract, or any portion thereof, is terminated before completion of all items of work in the contract,
 1347 payment will be made for the actual number of units or items of work completed at the contract price or as mutually
 1348 agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be
 1349 considered.
 1350

1351 Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the
 1352 contract) and moving equipment and materials to and from the job will be considered, the intent being that an
 1353 equitable settlement will be made with the Contractor.
 1354

1355 Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work
 1356 shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills
 1357 and actual cost records at such points of delivery as may be designated by the Engineer.
 1358

1359 Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities
 1360 for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim
 1361 arising out of the work performed.
 1362

1363 **80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS.** Not used.

1364

1365

1366

1367

END OF SECTION 80

1368

Intentionally Left Blank

SECTION 90 MEASUREMENT AND PAYMENT

1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396

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

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

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

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

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

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

Measurement and Payment Terms

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

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

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

1397

1398

1399

1400

1401

1402

1403

1404

1405

1406

1407

1408

1409

1410

1411

1412

1413

1414

1415

1416

1417

1418

1419

1420

1421

1422

1423

1424

1425

1426

1427

1428

1429

1430

1431

1432

1433

1434

1435

1436

1437

1438

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

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

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

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

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

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

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

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

1439 **90-06 PARTIAL PAYMENTS.** Partial payments will be made to the Contractor at least once each month as the
1440 work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work
1441 performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such
1442 partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance
1443 with paragraph 90-07, *PAYMENT FOR MATERIALS ON HAND*. No partial payment will be made when the
1444 amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

1445

1446 a. From the total of the amount determined to be payable on a partial payment, five percent (5%) of
1447 such total amount will be deducted and retained by the Owner for protection of the Owner's interests.
1448 Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until
1449 the final payment is made except as follows:

1450

1451 (1) Contractor may request release of retainage on work that has been partially accepted by the
1452 Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the
1453 RPR that supports the value of retainage held by the Owner for partially accepted work.

1454

1455 (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow
1456 account per paragraph 90-08.

1457

1458 b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts
1459 no later than 30 days after the Contractor has received a partial payment. Contractor must provide the
1460 Owner evidence of prompt and full payment of retainage held by the prime Contractor to the
1461 subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A
1462 subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have
1463 been accomplished and documented as required by the Owner. When the Owner has made an
1464 incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that
1465 acceptance is deemed to be satisfactorily completed.

1466

1467 c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at
1468 the Owner's discretion and with the consent of the surety, prepare estimates of both the contract
1469 value and the cost of the remaining work to be done. The Owner may retain an amount not less than
1470 twice the contract value or estimated cost, whichever is greater, of the work remaining to be done.
1471 The remainder, less all previous payments and deductions, will then be certified for payment to the
1472 Contractor.

1473

1474 It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based
1475 on quantities of work in excess of those provided in the proposal or covered by approved change orders or
1476 supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of
1477 the final quantity for the item of work in question.

1478

1479 No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or
1480 quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-
1481 09, *ACCEPTANCE AND FINAL PAYMENT*.

1482

1483 The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this
1484 contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full,
1485 the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against
1486 any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the
1487 Owner may be compelled to pay in discharging any such lien or claim.

1488

1489 **90-07 PAYMENT FOR MATERIALS ON HAND.** Not used.

1490

1491

1492 **90-08 PAYMENT OF WITHHELD FUNDS.** At the Contractor's option, if an Owner withholds retainage in
1493 accordance with the methods described in paragraph 90-06, *PARTIAL PAYMENTS*, the Contractor may request
1494 that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow
1495 account is subject to the following conditions:

- 1496
- 1497 a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow
1498 agreement acceptable to the Owner.
 - 1499
 - 1500 b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of
1501 deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise
1502 be withheld from partial payment.
 - 1503
 - 1504 c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
 - 1505
 - 1506 d. The Contractor shall obtain the written consent of the surety to such agreement.
 - 1507

1508 **90-09 ACCEPTANCE AND FINAL PAYMENT.** When the contract work has been accepted in accordance
1509 with the requirements of the Section 50, paragraph 50-15, *FINAL ACCEPTANCE*, the RPR will prepare the final
1510 estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise
1511 the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or
1512 computations of the final quantities to be paid under the contract as amended by change order or supplemental
1513 agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of
1514 final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after
1515 such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the
1516 quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with
1517 the Section 50, paragraph 50-16, *CLAIMS FOR ADJUSTMENT AND DISPUTES*.

1518

1519 After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt
1520 of the project closeout documentation required in paragraph 90-11, *CONTRACTOR FINAL PROJECT*
1521 *DOCUMENTATION*, final payment will be processed based on the entire sum, or the undisputed sum in case of
1522 approval under protest, determined to be due the Contractor less all previous payments and all amounts to be
1523 deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction
1524 in the final estimate and payment.

1525

1526 If the Contractor has filed a claim for additional compensation under the provisions of the Section 50, paragraph
1527 50- 16, *CLAIMS FOR ADJUSTMENTS AND DISPUTES*, or under the provisions of this subsection, such claims
1528 will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such
1529 claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final
1530 estimate.

1531

1532 **90-10 CONSTRUCTION WARRANTY.**

- 1533
- 1534 b. In addition to any other warranties in this contract, and standard manufacturer warranties, the Contractor
1535 warrants that work performed under this contract conforms to the contract requirements and is free of
1536 any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or
1537 any subcontractor or supplier at any tier.
 - 1538
 - 1539 b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except
1540 as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall
1541 continue for a period of one year from the date the Owner takes possession. However, this will not relieve
1542 the Contractor from corrective items required by the final acceptance of the project work. Light Emitting
1543 Diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the
1544 manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.
 - 1545

- 1546 c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition,
1547 the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property,
1548 when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect
1549 of equipment, material, workmanship, or design furnished by the Contractor.
1550
- 1551 d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The
1552 Contractor's warranty with respect to work repaired or replaced will run for one year from the date of
1553 repair or replacement.
1554
- 1555 e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure,
1556 defect, or damage.
1557
- 1558 f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the
1559 Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the
1560 Contractor's expense.
1561
- 1562 g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for
1563 work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties
1564 that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing,
1565 for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of
1566 the Owner.
1567
- 1568 h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.
1569

1570 **90-11 CONTRACTOR FINAL PROJECT DOCUMENTATION.** Approval of final payment to the
1571 Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be
1572 approved until the RPR approves the Contractor's final submittal. The Contractor shall:
1573

- 1574 a. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.
1575
- 1576 b. Complete all punch list items identified during the Final Inspection.
1577
- 1578 c. Provide complete release of all claims for labor and material arising out of the Contract.
1579
- 1580 d. Provide a certification statement signed by the subcontractors, indicating actual amounts paid to the
1581 Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
1582 A sample certification letter is available on the MoDOT Aviation website.
1583
- 1584 e. When applicable per state requirements, return copies of sales tax completion forms.
1585
- 1586 f. Manufacturer's certifications for all items incorporated in the work.
1587
- 1588 g. All required record drawings, as-built drawings or as-constructed drawings.
1589
- 1590 h. Project Operation and Maintenance (O&M) Manual.
1591
- 1592 i. Security for Construction Warranty.
1593
- 1594 j. Equipment commissioning documentation submitted, if required.
1595
- 1596 k. Contractor is required to submit on company letterhead that all wages, material purchases, and
1597 subcontractors have been paid in full.
1598

- 1599 1. List of all subcontractors used on the project with final dollar value of subcontracts and DBE
- 1600 subcontractors identified.
- 1601

1602 Final payment will not be authorized until these items have been completed.

1603

1604

1605

1606

END OF SECTION 90

Intentionally Left Blank

1609 **SECTION 4**

1610

1611 **SUPPLEMENTARY PROVISIONS**

1612

1613 **PART A**

1614 **FEDERAL AND STATE PROVISIONS**

- 1615
- 1616 1. CIVIL RIGHTS ACT OF 1964, TITLE VI ASSURANCES (Reference: 49 USC § 47123; FAA Order
1617 1400.11)
- 1618
- 1619 2. CIVIL RIGHTS – GENERAL (Reference: 49 USC § 47123)
- 1620
- 1621 3. ACCESS TO RECORDS AND REPORTS (Reference: 2 CFR § 200.333; 2 CFR § 200.336,
1622 FAA Order 5100.38)
- 1623
- 1624 4. DISADVANTAGED BUSINESS ENTERPRISE (Reference: 49 CFR Part 26)
- 1625
- 1626 5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
1627 SERVICES OR EQUIPMENT (Reference: 2 CFR § 200 Appendix II(K); 2 CFR § 200.216)
- 1628
- 1629 6. BREACH OF CONTRACT TERMS (Reference: 2 CFR § 200 Appendix II(A))
- 1630
- 1631 7. VETERAN’S PREFERENCE (Reference: 49 USC § 47112(c)) 7711885
- 1632
- 1633 8. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSTRUCTION SAFETY
1634 TRAINING
- 1635
- 1636 9. DAVIS-BACON REQUIREMENTS (Reference: 2 CFR § 200 Appendix II(D), 29 CFR Part 5)
- 1637
- 1638 10. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS (Reference: 2 CFR 200, Appendix II(C),
1639 41 CFR § 60-1.4, CFR § 60-4.3, Executive Order 11246)
- 1640
- 1641 11. PROHIBITION OF SEGREGATED FACILITIES (Reference: 41 CFR § 60)
- 1642
- 1643 12. AFFIRMATIVE ACTION REQUIREMENT (Reference: 41 CFR Part 60-4, Executive Order 11246)
- 1644
- 1645 13. TERMINATION OF CONTRACT (Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular
1646 150/5370-10, Section 80-09)
- 1647
- 1648 14. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (Reference: 2 CFR
1649 § 200 Appendix II(E))
- 1650
- 1651 15. CLEAN AIR AND WATER POLLUTION CONTROL (Reference: 2 CFR § 200 Appendix II(G); 42 USC
1652 § 7401, et seq; 33 USC § 1251, et seq)
- 1653
- 1654 16. BUY AMERICAN PREFERENCE (Reference: 49 USC § 50101)
- 1655
- 1656 17. COPELAND “ANTI-KICKBACK” ACT (Reference: 2 CFR § 200 Appendix II(D), 29 CFR Parts 3 & 5)
- 1657
- 1658 17. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC §
1659 201, et seq.)

- 1660 18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference: 20 CFR Part 1910)
- 1661
- 1662 19. DISTRACTED DRIVING (Reference: Executive Order 13513, DOT Order 3902.10)
- 1663
- 1664 20. PROCUREMENT OF RECOVERED MATERIALS (Reference: 2 CFR § 200.322, 40 CFR Part 247)
- 1665
- 1666 21. RIGHT TO INVENTIONS (Reference: 2 CFR § 200 Appendix II(F), 37 CFR § 401)
- 1667
- 1668 23. DOMESTIC PREFERENCES FOR PROCUREMENTS (Reference: 2 CFR § 200.322; 2 CFR Part 200,
- 1669 Appendix II(L))
- 1670
- 1671
- 1672

1673 1. CIVIL RIGHTS ACT OF 1964, TITLE VI ASSURANCES

1674

1675 **Compliance with Nondiscrimination Requirements:**

1676 During the performance of this contract, the contractor, for itself, its assignees and successors in interest
1677 (hereinafter referred to as the "contractor") agrees as follows:

1678

1679 **1.1(a) Compliance with Regulations.** The contractor (hereinafter includes consultants) will comply
1680 with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be
1681 amended from time to time, which are herein incorporated by reference and made a part of this
1682 contract.

1683

1684 **1.1(b) Non-discrimination.** The contractor, with regard to the work performed by it during the
1685 contract, will not discriminate on the grounds of race, color, or national origin in the selection
1686 and retention of subcontractors, including procurements of materials and leases of equipment.
1687 The contractor will not participate directly or indirectly in the 7discrimination prohibited by the
1688 Acts and the Regulations, including employment practices when the contract covers any activity,
1689 project, or program set forth in Appendix B of 49 CFR part 21.

1690

1691 **1.1(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In
1692 all solicitations, either by competitive bidding, or negotiation made by the contractor for work to
1693 be performed under a subcontract, including procurements of materials, or leases of equipment,
1694 each potential subcontractor or supplier will be notified by the contractor of the contractor's
1695 obligations under this contract and the Acts and the Regulations relative to Non-discrimination
1696 on the grounds of race, color, or national origin.

1697

1698 **1.1(d) Information and Reports.** The contractor will provide all information and reports required by
1699 the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its
1700 books, records, accounts, other sources of information, and its facilities as may be determined by
1701 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with
1702 such Nondiscrimination Acts and Authorities and instructions. Where any information required
1703 of a contractor is in the exclusive possession of another who fails or refuses to furnish the
1704 information, the contractor will so certify to the sponsor or the Federal Aviation Administration,
1705 as appropriate, and will set forth what efforts it has made to obtain the information.

1706

1707 **1.1(e) Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Non-
1708 discrimination provisions of this contract, the sponsor will impose such contract sanctions as it
1709 or the Federal Aviation Administration may determine to be appropriate, including, but not
1710 limited:

1711

1712 a. Withholding of payments to the contractor under the contract until the contractor complies,
1713 and/or

1714

1715 b. Cancellation, termination, or suspension of the contract, in whole or in part.

1716

1717 **1.1(f) Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1.1(a)
1718 through 1.1(f) in every subcontract, including procurements of materials and leases of equipment,
1719 unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor
1720 will take action with respect to any subcontract or procurement as the sponsor or the Federal
1721 Aviation Administration may direct as a means of enforcing such provisions including sanctions
1722 for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with
1723 litigation by a subcontractor, or supplier because of such direction, the contractor may request
1724 the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the
1725 contractor may request the United States to enter into the litigation to protect the interests of the
1726 United States.

1727
1728
1729
1730
1731
1732
1733

1734
1735

1736
1737
1738

1739
1740
1741

1742
1743

1744
1745

1746
1747
1748
1749
1750
1751

1752
1753
1754
1755

1756
1757

1758
1759
1760
1761

1762
1763
1764
1765
1766

1.2 Title VI List of Pertinent Nondiscrimination Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

- 1767
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from
- 1768 discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

1769

1770 *References: 49 USC § 47123; FAA Order 1400.11*

1771

1772

1773 **2. GENERAL CIVIL RIGHTS PROVISIONS**

1774

1775

GENERAL CIVIL RIGHTS PROVISIONS

1776

1777

1778 In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent

1779 statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination

1780 Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin

1781 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age,

1782 or disability be excluded from participating in any activity conducted with or benefiting from Federal

1783 assistance.

1784

1785

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

1786

1787

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

1788

1789

References: 49 USC § 47123

1790

1791

1792

1793 **3. ACCESS TO RECORDS AND REPORTS**

1794

1795

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

1796

1797

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

1800

1801

1802

1803

1804

1805

1806 **4. DISADVANTAGED BUSINESS ENTERPRISES**

1807

1808

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

1809

1810

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

1811

1812

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

1813

1814

1815

1816

1817

1818

1819

1820 *“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex*
1821 *in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR*
1822 *Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry*
1823 *out these requirements is a material breach of this contract, which may result in the termination of this*
1824 *contract or such other remedy, as the recipient deems appropriate.”*

1825
1826 *(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)*
1827

1828 **Federal Financial Assistance Agreement Assurances.** MoDOT and the Sponsor agree to and
1829 incorporate the following assurance into the day to day operations and the administration of all USDOT
1830 assisted contracts; where “recipient” mean MoDOT and any MoDOT grantee receiving USDOT
1831 assistance:

1832
1833 *“MoDOT or the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the*
1834 *award and performance of any USDOT assisted contract or in the administration of its DBE Program*
1835 *or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps*
1836 *under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT*
1837 *assisted contracts. The recipient’s DBE Program, as required by 49 CFR Part 26 and as approved by*
1838 *USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal*
1839 *obligation and failure to carry out its approved program, the Department may impose sanctions as*
1840 *provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18*
1841 *U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).”*
1842

1843 MoDOT and the Sponsor ensure that all recipients of USDOT assisted contracts, funds, or grants
1844 incorporate, agree to and comply with the assurance statement.
1845

1846 **Prompt Payment.** MoDOT and the Sponsor require all contractors to pay all subcontractors and
1847 suppliers under this prime contract for satisfactory performance of its contract in compliance with
1848 the prompt payment statute, Mo. Revised Statutes, Chapter 34, Section 34.057 (included below).
1849 MoDOT and the Sponsor also requires the prompt, as defined in Section 34.057, return of all retainage
1850 held on all subcontractors after the subcontractor’s work is satisfactorily completed, as MoDOT and
1851 the Sponsor personnel may ultimately determine (if necessary). These prompt payment requirements
1852 apply to both DBE and non-DBE subcontractors.
1853

1854 All contractors and subcontractors must retain records of all payments, made or received, for 3 years
1855 from the date of final payment and must be available for inspection, upon request, by any authorized
1856 representative of MoDOT, the Sponsor or USDOT. MoDOT and the city will maintain records of
1857 actual payments to DBE firms for work committed to at the time of contract award.
1858

1859 MoDOT and the Sponsor will perform audits of contract payments to firms. The audits will review
1860 payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or
1861 exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made
1862 in compliance with Missouri Revised Statutes, Chapter 34, Section 34.057.
1863

1864 **Termination of DBE Subcontracts - (49 CFR § 26.53(f)).** The prime contractor must not terminate
1865 a DBE subcontractor listed in response to the Request for Bids/Invitation for Bids (or an approved
1866 substitute DBE firm) without prior written consent of Creve Coeur Airport Improvement
1867 Corporation. This includes, but is not limited to, instances in which the prime contractor seeks to
1868 perform work originally designated for a DBE subcontractor with its own forces or those of an
1869 affiliate, a non-DBE firm, or with another DBE firm.
1870

1871 The prime contractor shall utilize the specific DBEs listed to perform the work and supply
1872 the materials for which each is listed unless the contractor obtains written consent Creve Coeur
1873 Airport Improvement Corporation. Unless Creve Coeur Airport Improvement Corporation consent

1874 is provided, the prime contractor shall not be entitled to any payment for work or material unless it is
1875 performed or supplied by the listed DBE.
1876

1877 Creve Coeur Airport Improvement Corporation may provide such written consent only if Creve
1878 Coeur Airport Improvement Corporation agrees, for reasons stated in the concurrence document,
1879 that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph,
1880 good cause includes the circumstances listed in 49 CFR §26.53.
1881

1882 Before transmitting to Creve Coeur Airport Improvement Corporation its request to terminate and/or
1883 substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE
1884 subcontractor, with a copy to Creve Coeur Airport Improvement Corporation, of its intent to request
1885 to terminate and/or substitute, and the reason for the request.
1886

1887 The prime contractor must give the DBE five days to respond to the prime contractor's notice and
1888 advise Creve Coeur Airport Improvement Corporation and the contractor of the reasons, if any, why
1889 it objects to the proposed termination of its subcontract and why Creve Coeur Airport Improvement
1890 Corporation should not approve the prime contractor's action. If required in a particular case as a
1891 matter of public necessity (e.g., safety), Creve Coeur Airport Improvement Corporation may provide
1892 a response period shorter than five days.
1893

1894 In addition to post-award terminations, the provisions of this section apply to pre-award deletions of
1895 or substitutions for DBE firms put forward by offerors in negotiated procurements.
1896

1897
1898
1899
1900
1901
1902
1903
1904
1905

MISSOURI REVISED STATUTES

Chapter 34
State Purchasing and Printing
Section 34.057

August 28, 2014

1906 Public works contracts--prompt payment by public owner to contractor, engineer, architect, or surveyor--prompt
1907 payment by contractor to subcontractor-- progress payments--retainage--late payment charges-- withholding of
1908 payments.

1909
1910 34.057. 1. Unless contrary to any federal funding requirements or unless funds from a state grant are not timely
1911 received by the contracting public municipality but notwithstanding any other law to the contrary, all public works
1912 contracts made and awarded by the appropriate officer, board or agency of the state or of a political subdivision
1913 of the state or of any district therein, including any municipality, county and any board referred to as the public
1914 owner, for construction, reconstruction or alteration of any public works project, shall provide for prompt payment
1915 by the public owner to the contractor, and any professional engineer, architect, landscape architect, or land
1916 surveyor, as well as prompt payment by the contractor to the subcontractor and material supplier in accordance
1917 with the following:

1918
1919 (1) A public owner shall make progress payments to the contractor and any professional engineer, architect,
1920 landscape architect or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis
1921 according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be
1922 based upon estimates prepared at least monthly of work performed and material delivered, as determined by the
1923 project architect or engineer. Retainage withheld on any construction contract or subcontract for public works
1924 projects shall not exceed five percent of the value of the contract or subcontract. If the contractor is not required
1925 to obtain a bond under section 107.170 because the cost of the public works contract is not estimated to exceed
1926 fifty thousand dollars, the public owner may withhold retainage on the public works project in an amount not to
1927 exceed ten percent of the value of the contract or subcontract. The public owner shall pay the contractor the
1928 amount due, less a retainage, within thirty days following the latter of the following:

- 1929
1930 (a) The date of delivery of materials or construction services purchased;
- 1931
1932 (b) The date, as designated by the public owner, upon which the invoice is duly delivered to the person or
1933 place designated by the public owner; or
- 1934
1935 (c) In those instances in which the contractor approves the public owner's estimate, the date upon which such
1936 notice of approval is duly delivered to the person or place designated by the public owner;

1937
1938 (2) Payments shall be considered received within the context of this section when they are duly posted with the
1939 United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized
1940 person or place as agreed to by the contracting parties;

1941
1942 (3) If, in the discretion of the owner and the project architect or engineer and the contractor, it is determined that
1943 a subcontractor's performance has been completed and the subcontractor can be released prior to substantial
1944 completion of the public works contract without risk to the public owner, the contractor shall request such
1945 adjustment in retainage, if any, from the public owner as necessary to enable the contractor to pay the subcontractor
1946 in full. The public owner may reduce or eliminate retainage on any contract payment if, in the public owner's
1947 opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to
1948 be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public
1949 owner's duly authorized representatives shall be withheld until such item or items are completed;

1951 (4) The public owner shall pay at least ninety-eight percent of the retainage, less any offsets or deductions
1952 authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the
1953 subcontractor or supplier after substantial completion of the contract work and acceptance by the public owner's
1954 authorized contract representative, or as may otherwise be provided by the contract specifications for state
1955 highway, road or bridge projects administered by the state highways and transportation commission. Such payment
1956 shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and
1957 certifications in complete and acceptable form are provided, as may be required by the contract documents. If the
1958 public owner or the owner's representative determines the work is not substantially completed and accepted, then
1959 the owner or the owner's representative shall provide a written explanation of why the work is not considered
1960 substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such
1961 notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the
1962 public body, the public body shall pay at least ninety-eight percent of the retainage within thirty calendar days. If
1963 at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent
1964 of the value of each item as determined by the public owner's representative shall be withheld until such items are
1965 completed;

1966
1967 (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall
1968 be paid promptly and shall be subject to late payment charges provided in this section. Except as provided in
1969 subsection 4 of this section, if the contractor has not been paid within thirty days as set forth in subdivision (1) of
1970 subsection 1 of this section, the contracting agency shall pay the contractor, in addition to the payment due him,
1971 interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period
1972 until fully paid;

1973
1974 (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in
1975 proportion to the work completed by each subcontractor and material supplier his application less any retention
1976 not to exceed five percent. If the contractor receives less than the full payment due under the public construction
1977 contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor,
1978 subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When,
1979 however, the public owner does not release the full payment due under the contract because there are specific areas
1980 of work or materials he is rejecting or because he has otherwise determined such areas are not suitable for payment
1981 then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or
1982 deemed not suitable for payment; provided the public owner or the owner's representative gives a written
1983 explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or
1984 deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full;

1985
1986 (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material
1987 suppliers within fifteen days after receipt of payment under the public construction contract, the contractor shall
1988 pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of
1989 one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This
1990 subdivision shall also apply to any payments made by subcontractors and material suppliers to their subcontractors
1991 and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the
1992 contracting chain;

1993
1994 (8) The public owner shall make final payment of all moneys owed to the contractor, including any retainage
1995 withheld under subdivision (4) of this subsection, less any offsets or deductions authorized in the contract or
1996 otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the
1997 earliest of the following events:

1998
1999 (a) Completion of the project and filing with the owner of all required documentation and certifications, in
2000 complete and acceptable form, in accordance with the terms and conditions of the contract;

2001 (b) The project is certified by the architect or engineer authorized to make such certification on behalf of the
2002 owner as having been completed, including the filing of all documentation and certifications required by the
2003 contract, in complete and acceptable form; or
2004

2005 (c) The project is certified by the contracting authority as having been completed, including the filing of all
2006 documentation and certifications required by the contract, in complete and acceptable form.
2007

2008 (9) Nothing in this section shall prevent the contractor or subcontractor, at the time of application or certification
2009 to the public owner or contractor, from withholding such applications or certifications to the owner or contractor
2010 for payment to the subcontractor or material supplier. Amounts intended to be withheld shall not be included in
2011 such applications or certifications to the public owner or contractor. Reasons for withholding such applications or
2012 certifications shall include, but not be limited to, the following: unsatisfactory job progress; defective construction
2013 work or material not remedied; disputed work; failure to comply with other material provisions of the contract;
2014 third-party claims filed or reasonable evidence that a claim will be filed; failure of the subcontractor to make timely
2015 payments for labor, equipment and materials; damage to a contractor or another subcontractor or material supplier;
2016 reasonable evidence that the contract cannot be completed for the unpaid balance of the subcontract sum or a
2017 reasonable amount for retention, not to exceed the initial percentage retained by the owner.
2018

2019 (10) Should the contractor determine, after application or certification has been made and after payment has been
2020 received from the public owner, or after payment has been received by a contractor based upon the public owner's
2021 estimate of materials in place and work performed as provided by contract, that all or a portion of the moneys
2022 needs to be withheld from a specific subcontractor or material supplier for any of the reasons enumerated in this
2023 section, and such moneys are withheld from such subcontractor or material supplier, then such undistributed
2024 amounts shall be specifically identified in writing and deducted from the next application or certification made to
2025 the public owner or from the next estimate by the public owner of payment due the contractor, until a resolution
2026 of the matter has been achieved. Disputes shall be resolved in accordance with the terms of the contract
2027 documents. Upon such resolution the amounts withheld by the contractor from the subcontractor or material
2028 supplier shall be included in the next application or certification made to the public owner or the next estimate by
2029 the public owner and shall be paid promptly in accordance with the provisions of this section. This subsection
2030 shall also apply to applications or certifications made by subcontractors or material suppliers to the contractor and
2031 throughout the various tiers of the contracting chain.
2032

2033 (11) The contracts which provide for payments to the contractor based upon the public owner's estimate of
2034 materials in place and work performed rather than applications or certifications submitted by the contractor, the
2035 public owner shall pay the contractor within thirty days following the date upon which the estimate is required by
2036 contract to be completed by the public owner, the amount due less a retainage not to exceed five percent. All such
2037 estimates by the public owner shall be paid promptly and shall be subject to late payment charges as provided in
2038 this subsection. After the thirtieth day following the date upon which the estimate is required by contract to be
2039 completed by the public owner, the contracting agency shall pay the contractor, in addition to the payment due
2040 him, interest at a rate of one and one-half percent per month calculated from the expiration of the thirty-day period
2041 until fully paid.
2042

2043 (12) The public owner shall pay or cause to be paid to any professional engineer, architect, landscape architect, or
2044 land surveyor the amount due within thirty days following the receipt of an invoice prepared and submitted in
2045 accordance with the contract terms. In addition to the payment due, the contracting agency shall pay interest at
2046 the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully
2047 paid.
2048

2049 (13) Nothing in this section shall prevent the owner from withholding payment or final payment from the
2050 contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include,
2051 but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work
2052 or material not remedied; disputed work; failure to comply with any material provision of the contract; third party
2053 claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment
2054 or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a subcontractor

2055 or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of
2056 the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not
2057 comply with any material provision of the contract and which result in a violation of any federal, state or local law,
2058 regulation or ordinance applicable to that project causing additional costs or damages to the owner.
2059

2060 (14) Nothing in this section shall be construed to require direct payment by a public owner to a subcontractor or
2061 supplier, except in the case of the default, as determined by a court, of the contractor on the contract with the
2062 public owner where no performance or payment bond is required or where the surety fails to execute its duties, as
2063 determined by a court.
2064

2065 (15) Notwithstanding any other provisions in this section to the contrary, no late payment interest shall be due and
2066 owing for payments which are withheld in good faith for reasonable cause pursuant to subsections 2, 5 and 6 of
2067 this section. If it is determined by a court of competent jurisdiction that a payment which was withheld pursuant
2068 to subsections 2, 5 and 6 of this section was not withheld in good faith for reasonable cause, the court may impose
2069 interest at the rate of one and one-half percent per month calculated from the date of the invoice and may, in its
2070 discretion, award reasonable attorney fees to the prevailing party. In any civil action or part of a civil action brought
2071 pursuant to this section, if a court determines after a hearing for such purpose that the cause was initiated, or a
2072 defense was asserted, or a motion was filed, or any proceeding therein was done frivolously and in bad faith, the
2073 court shall require the party who initiated such cause, asserted such defense, filed such motion, or caused such
2074 proceeding to be had to pay the other party named in such action the amount of the costs attributable thereto and
2075 reasonable expenses incurred by such party, including reasonable attorney fees.
2076

2077 (L. 1990 S.B. 808 & 672 § 1, A.L. 2014 S.B. 529)
2078

2079 (2004) Act contemplates a contract between the parties to such a cause of action and provides for such action
2080 against a public owner only by the contractor, not a subcontractor or supplier. *Mays-Maune & Associates v. Werner*
2081 *Brothers*, 139 S.W.3d 201 (Mo.App. E.D.).
2082

2083 **MoDOT DBE Program Regulations.** The Sponsor, contractor and each subcontractor are bound by the new
2084 MoDOT DBE Program regulations at Title 7 CSR, Division 10, Chapter 8.
2085

2086 *Reference: 49 CFR Part 26*
2087
2088

2089 **5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO**
2090 **SURVEILLANCE SERVICES OR EQUIPMENT**
2091

2092 Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use
2093 and procurement of certain telecommunications and video surveillance services or equipment in
2094 compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].
2095

2096 *Reference: 2 CFR § 200 Appendix II(K); 2 CFR § 200.216*
2097
2098

2099 **6. BREACH OF CONTRACT TERMS**
2100

2101 Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may
2102 result in the suspension or termination of this contract or such other action that may be necessary to
2103 enforce the rights of the parties of this agreement.
2104

2105 Owner will provide Contractor written notice that describes the nature of the breach and corrective
2106 actions the Contractor must undertake in order to avoid termination of the contract. The Owner reserves
2107 the right to withhold payments to the Contractor until such time the Contractor corrects the breach or
2108 the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the

2109 Contractor must correct the breach. The Owner may proceed with termination of the contract if the
2110 Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

2111
2112 The duties and obligations imposed by the Contract Documents and the rights and remedies available
2113 thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise
2114 imposed or available by law.

2115
2116 *Reference: 2 CFR § 200 Appendix II(A)*

2117
2118

2119 **7. VETERAN'S PREFERENCE**

2120

2121 In the employment of labor (excluding executive, administrative, and supervisory positions), the
2122 Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title
2123 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf
2124 veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15
2125 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are
2126 covered veterans readily available and qualified to perform the work to which the employment relates.

2127
2128 *Reference: Title 49 U.S.C. 47112(c)*

2129
2130

2131 **8. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSTRUCTION**
2132 **SAFETY TRAINING**

2133

2134 The Contractor and its subcontractors (if any subcontractors are retained) shall comply with all applicable
2135 provisions of section 292.675, Revised Statutes of Missouri, which statute is incorporated herein by
2136 reference and is made a part of this contract. Section 292.675 states that any person signing a contract to
2137 work on the construction of public works for any public body shall provide a ten hour Occupational Safety
2138 and Health Administration (OSHA) construction safety program for their on-site employees, which
2139 includes a course in construction safety and health approved by OSHA or a similar program approved by
2140 the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA
2141 program, unless such employees have previously completed the required program and hold documentation
2142 of such prior completion. All employees who have not previously completed the program are required to
2143 complete the program within sixty (60) days of beginning work on such construction project. Any
2144 employee found on a worksite subject to section 292.675's requirements without documentation of the
2145 successful completion of this course shall have twenty (20) days to produce such documentation before
2146 being subject to removal from the project.

2147

2148 The Contractor shall forfeit as penalty to the public body on whose behalf the contract is made or awarded
2149 two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each employee employed
2150 by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed
2151 by the contractor or subcontractor without the required training. These penalties shall not begin to accrue
2152 until the sixty (60) day and twenty (20) day time periods described above have elapsed. The public body
2153 awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result
2154 of any violation of section 292.675 when making payments to the Contractor under the contract. The
2155 Contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body
2156 has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of
2157 section 292.675.

2158

2159

2160 **9. DAVIS BACON REQUIREMENTS**

2161
2162 This section is not applicable to this project.
2163

2164
2165 **10. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND SPECIFICATIONS**

2166
2167 This section is not applicable to this project.
2168

2169
2170 **11. PROHIBITION OF SEGREGATED FACILITIES**

2171
2172 This section is not applicable to this project.
2173

2174
2175 **12. AFFIRMATIVE ACTION REQUIREMENT**

2176
2177 This section is not applicable to this project.
2178

2179
2180 **13. TERMINATION OF CONTRACT**

2181
2182 **13.1 Termination for Convenience (Construction and Equipment Contracts):**
2183

2184 The Owner may terminate this contract in whole or in part at any time by providing written notice
2185 to the Contractor. Such action may be without cause and without prejudice to any other right or
2186 remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed
2187 by the Owner, the Contractor shall immediately proceed with the following obligations regardless
2188 of any delay in determining or adjusting amounts under this clause:
2189

- 2190 a. Contractor must immediately discontinue work as specified in the written notice.
- 2191
- 2192 b. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 2193
- 2194 c. Discontinue orders for materials and services except as directed by the written notice.
- 2195
- 2196 d. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially
2197 completed work, supplies, equipment and materials acquired prior to termination of the work
2198 and as directed in the written notice.
- 2199
- 2200 e. Complete performance of the work not terminated by the notice.
- 2201
- 2202 f. Take action as directed by the Owner to protect and preserve property and work related to
2203 this contract of which Owner will take possession.
- 2204

2205 Owner agrees to pay Contractor for:

- 2206
- 2207 a. Completed and acceptable work executed in accordance with the contract documents prior
2208 to the effective date of termination;
- 2209
- 2210 b. Documented expenses sustained prior to the effective date of termination in performing
2211 work and furnishing labor, materials, or equipment as required by the contract documents in
2212 connection with uncompleted work;
- 2213

- 2214 c. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated
2215 contracts with subcontractors and suppliers; and
2216
2217 d. Reasonable and substantiated expenses to the contractor directly attributable to Owner's
2218 termination action.
2219

2220 Owner will not pay Contractor for loss of anticipated profits or revenues or other economic loss
2221 arising out of or resulting from the Owner's termination action.
2222

2223 The rights and remedies this clause provides are in addition to any other rights and remedies
2224 provided by law or under this contract.
2225

2226 **13.2 Termination for Cause (Construction):**
2227

2228 Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for
2229 conditions, rights and remedies associated with Owner termination of this contract for cause due
2230 to default of the Contractor.
2231

2232 **13.3 Termination for Cause (Equipment):**
2233

2234 The Owner may, by written notice of default to the Contractor, terminate all or part of this
2235 Contract for cause if the Contractor:
2236

- 2237 a. Fails to begin the Work under the Contract within the time specified in the Notice to Proceed;
2238
2239 b. Fails to make adequate progress as to endanger performance of this Contract in accordance
2240 with its terms;
2241
2242 c. Fails to make delivery of the equipment within the time specified in the Contract, including
2243 any Owner approved extensions;
2244
2245 d. Fails to comply with material provisions of the Contract;
2246
2247 e. Submits certifications made under the Contract and as part of their proposal that include false
2248 or fraudulent statements;
2249
2250 f. Becomes insolvent or declares bankruptcy;

2251
2252 If one or more of the stated events occur, the Owner will give notice in writing to the Contractor
2253 and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice
2254 may allow the Contractor and Surety an opportunity to cure the breach or default.
2255

2256 If within ten days of the receipt of notice, the Contractor or Surety fails to remedy the breach or
2257 default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other
2258 procurement action. The Contractor will be liable to the Owner for any excess costs the Owner
2259 incurs for acquiring such similar equipment.
2260

2261 Payment for completed equipment delivered to and accepted by the Owner shall be at the
2262 Contract price. The Owner may withhold from amounts otherwise due the Contractor for such
2263 completed equipment such sum as the Owner determines to be necessary to protect the Owner
2264 against loss because of Contractor default.
2265

2266 Owner will not terminate the Contractor's right to proceed with the Work under this clause if the
2267 delay in completing the work arises from unforeseeable causes beyond the control and without

2268 the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of
2269 God; acts of the Owner; acts of another Contractor in the performance of a contract with the
2270 Owner; and severe weather events that substantially exceed normal conditions for the location.

2271
2272 If, after termination of the Contractor's right to proceed, the Owner determines that the
2273 Contractor was not in default, or that the delay was excusable, the rights and obligations of the
2274 parties will be the same as if the Owner issued the termination for the convenience of the Owner.

2275
2276 The rights and remedies of the Owner in this clause are in addition to any other rights and
2277 remedies provided by law or under this contract

2278
2279 *References: 2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09*

2280
2281

2282 **14. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

2283
2284 This section is not applicable to this project.

2285
2286

2287 **15. CLEAN AIR AND WATER POLLUTION CONTROL**

2288
2289 Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the
2290 Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.
2291 § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery.
2292 The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the
2293 Federal Aviation Administration.

2294
2295 Contractor must include this requirement in all subcontracts that exceed \$150,000.

2296
2297 *References: 2 CFR § 200 Appendix II(G); 42 USC § 7401, et seq; 33 USC § 1251, et seq*

2298
2299

2300 **16. BUY AMERICAN PREFERENCE**

2301
2302 The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related
2303 Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may
2304 not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced
2305 in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the
2306 product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart
2307 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

2308
2309 The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American
2310 Preference, BABA and Made in America laws included herein with their bid or offer. The Airport
2311 Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed
2312 certification of compliance with FAA's Buy American Preference and BABA.

2313
2314 The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or
2315 supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious
2316 materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or
2317 consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride,
2318 composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber;
2319 or drywall used in the project are manufactured in the U.S.

2320 ¹ Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive
2321 Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy
2322 America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods,
2323 products, or materials produced in the United States, including iron, steel, and manufactured products offered
2324 in the United States.

2325
2326
2327 The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC
2328 § 50101, Executive Order 14005, and BABA.

2329
2330 **16.1** Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be
2331 produced in the United States. This section also gives the FAA the ability to issue a waiver to a
2332 Sponsor to use non-domestic material on an AIP funded project subject to meeting certain
2333 conditions. A Sponsor may request that the FAA issue a waiver from the Buy American
2334 Preference requirements if the FAA finds that:

- 2335
2336 1) Applying the provision is not in the public interest.
2337 2) The steel or manufactured goods are not available in sufficient quantity or quality in the
2338 United States.
2339 3) The cost of components and subcomponents produced in the United States is more than
2340 60 percent of the total components of a facility or equipment, and final assembly has taken
2341 place in the United States. Items that have an FAA standard specification item number
2342 (such as specific airport lighting equipment) are considered the equipment.
2343 4) Applying this provision would increase the cost of the overall project by more than
2344 25 percent.

2345
2346 **16.2** The FAA Office of Airports maintains listings of projects and products that have received a
2347 waiver from the Buy American Preference requirements for project specific and nationwide use.
2348 Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/.

2349
2350 Products listed on the FAA Nationwide Buy American Conformance list do not require additional
2351 submittal of domestic content information. Nationwide waivers expire five years from the date
2352 issued, unless revoked earlier by the FAA.

2353
2354 **16.3** Bids or offers that are not accompanied by a completed Buy America Certification must be
2355 rejected as nonresponsive.

2356
2357 Buy America Certification is included in Section B of these Contract Documents.

2358
2359 *References: Title 49 U.S.C. § 50101*

2360
2361
2362 **17. COPELAND “ANTI-KICKBACK” ACT**

2363
2364 This section is not applicable to this project.

2365
2366
2367 **18. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

2368
2369 All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of
2370 29 CFR par 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as
2371 if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards
2372 for full and part time workers. The Contractor has full responsibility to monitor compliance to the

2373 referenced statute or regulation. The Contractor must address any claims or disputes that arise from this
2374 requirement directly with the U.S. Department of Labor – Wage and Hour Division.
2375

2376 *Reference: 29 USC § 201, et seq. 2 CFR § 200.430*
2377

2378
2379 **19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**
2380

2381 All contracts and subcontracts that result from this solicitation incorporate by reference the requirements
2382 of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a
2383 work environment that is free from recognized hazards that may cause death or serious physical harm to
2384 the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's
2385 compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR
2386 Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement
2387 directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
2388

2389 *Reference: 20 CFR part 1910*
2390

2391
2392 **20. DISTRACTED DRIVING**
2393

2394 **Texting When Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing
2395 Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving"
2396 (12/30/2009), THE FAA encourages recipients of Federal grant funds to adopt and enforce safety
2397 policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving
2398 when performing work related to a grant or sub-grant.
2399

2400 In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for
2401 its employees and other work personnel that decrease crashes by distracted drivers, including policies that
2402 ban text messaging while driving motor vehicles while performing work activities associated with the
2403 project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding
2404 \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.
2405

2406 *Reference: Executive Order 13513, and DOT Order 3902.10*
2407

2408
2409 **21. PROCUREMENT OF RECOVERED MATERIALS**
2410

2411 Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as
2412 amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part
2413 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors
2414 are to use products containing the highest percentage of recovered materials for items designated by the
2415 Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
2416

- 2417 a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year;
2418 or,
2419 b. The contractor has procured \$10,000 or more of a designated item using Federal funding during
2420 the previous fiscal year.
2421

2422 The list of EPA-designated items is available at
2423 www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.
2424

2425 Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the
2426 contractor can demonstrate the item is:

2427
2428
2429
2430
2431
2432
2433
2434
2435
2436
2437
2438
2439
2440
2441
2442
2443
2444
2445
2446
2447
2448
2449
2450
2451
2452
2453
2454
2455
2456
2457
2458
2459
2460
2461

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b. Fails to meet reasonable contract performance requirements; or
- c. Is only available at an unreasonable price.

Reference: 2 CFR § 200.322; 2 CFR Part 200 Appendix II(J); 40 CFR Part 247; 42 USC § 6901 et seq (Resource Conservation and Recovery Act (RCRA))

22. RIGHTS TO INVENTIONS

This section is not applicable to this project.

23. DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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

2462
2463
2464
2465
2466
2467
2468
2469
2470
2471
2472
2473
2474
2475
2476
2477
2478
2479
2480
2481
2482
2483
2484
2485
2486
2487
2488
2489
2490
2491
2492
2493
2494
2495
2496
2497
2498
2499
2500
2501
2502
2503
2504
2505
2506
2507
2508
2509
2510
2511
2512
2513
2514

PART B DBE ADMINISTRATION

1. Eligibility of DBEs:

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

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

2. Counting DBE Participation Towards DBE Goals:

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

a. Commercially Useful Function:

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

b. Materials and Supplies:

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

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

2515 (4) No credit toward the DBE goal will be given for the cost of materials or equipment used in a DBE
2516 firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the
2517 DBE firm.

2518
2519 c. Work Classifications: DBE credit will count toward the contractual goal only for work actually performed
2520 by the DBE firm and within the Standard Industry Classification (SIC) code approved for that firm. The
2521 credit will be counted in the following manner:

2522
2523 (1) Manufacturer: Credit is given for 100 percent of the value paid for materials furnished which become
2524 a permanent part of the project. A manufacturer is a firm that owns and operates the facilities to
2525 produce a product required by the project and purchased by the contractor.

2526
2527 (2) Supplier: Credit is given for 60 percent of the value paid for materials furnished which becomes a
2528 permanent part of the project. A supplier sells goods to the general public and maintains an inventory
2529 at an owned or leased warehouse or store. Bulk items such as steel, petroleum projects, or rock do
2530 not have to be maintained in an on-site inventory. Credit will not be given for the cost of the materials
2531 and separate credit for the hauling of those same materials. Transportation of the materials is deemed
2532 part of the total cost.

2533
2534 (3) Broker: Credit is given for 100 percent of the **fees** or **commission** received by the DBE firm for
2535 materials purchased, services provided, or equipment secured and resold to the contractor. Fees or
2536 commissions are defined as the difference between what the DBE firm paid for the materials
2537 purchased, services provided, or equipment secured and the price paid by the contractor to the DBE
2538 firm for those items. A broker does not manufacture or supply on a regular basis.

2539
2540 (4) Trucker: Credit is given for 100 percent of the amount paid to the DBE trucker if that trucking is
2541 performed by the DBE, with employees of the DBE, using equipment owned or long-term leased by
2542 the DBE. However, if the DBE firm uses leased trucks, at least one truck owned by the firm **must** be
2543 used on the project.

2544
2545 Full credit will not be given for leased trucks unless they are leased on a long-term basis from another
2546 DBE firm, DBE owner operators, or a recognized commercial leasing operation. Firms licensed by
2547 the Missouri Public Service Commission as leasing agents qualify as a recognized leasing operation.
2548 Lease of trucks from the prime contractor will not be credited toward the DBE goal, other than
2549 possibly the portion constituting broker fees and commissions. This type of relationship will be
2550 subject to strict scrutiny.

2551
2552 All trucks used must be labeled clearly and visibly with a sign indicating the firm owning or leasing
2553 the vehicle. MoDOT will require submittal of a truck roster report, including ownership and vehicle
2554 identification information, on a regular basis. MoDOT project office or other designated personnel
2555 will review the rosters for verification and will monitor the trucks operating on the project. MoDOT
2556 will conduct random verification and report any irregularities to the External Civil Rights Unit for
2557 review.

2558
2559 In order for the use of a DBE trucker to be credited for the delivered price of materials supplies, the
2560 trucker must be certified as a supplier or manufacturer of the material, responsible for the quality
2561 standards of the material, negotiating the material price, payment, and select the source.

2562
2563 (a) Owner-Operator Trucking: The Sponsor shall count toward the DBE goal, the entire delivery
2564 fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the
2565 contractor's payroll and separate records are furnished to the Sponsor documenting the
2566 expenditures. The records shall include for each owner-operator; their social security number;
2567 driver's license number; vehicle registration number; current vehicle license number; truck
2568 number; and a complete record of the contract fees paid to them.

2569
2570 If the DBE firm uses owner-operators to supplement their owned trucks, the DBE must be
2571 responsible for management and supervision of the entire trucking operation. The trucking
2572 arrangement or contract *cannot* be a contrived arrangement to meet the DBE goal. The DBE will
2573 be considered a broker, and only fees or commissions received will count toward the goal, if the
2574 DBE is not in full control, or does not have employees or trucks on the project.
2575

2576 d. Joint Venture: When a joint venture contract is involved, the Sponsor shall count towards the DBE goal
2577 that portion of the contract total dollar value equal to the percentage of ownership and control of each
2578 DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint
2579 venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation
2580 Form. The joint venture agreement must include a detailed breakdown of the following:
2581

- 2582 (1) Contract responsibility of the DBE for specific contract items of work,
 - 2583 (2) Capital participation by the DBE,
 - 2584 (3) Specific equipment to be provided by the DBE,
 - 2585 (4) Specific responsibilities of the DBE regarding control of the joint venture,
 - 2586 (5) Specific workers and skills to be provided by the DBE, and
 - 2587 (6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.
- 2588

2589 The joint venture must be certified in writing by MoDOT.
2590

2591 3. Award Documentation and Procedure: All bidders shall certify in the Proposal Form their intent to meet or
2592 exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such
2593 certification or failure to demonstrate good faith efforts will render a bid non-responsive and will not be
2594 considered.
2595

2596 a. DBE Participation Information: All bidders must complete the required DBE participation information
2597 in the Proposal Form, when a DBE goal has been established for the project. The information shall
2598 demonstrate the contractor's intended participation by certified DBEs. The information furnished shall
2599 consist of:
2600

- 2601 (1) The names and addresses of DBE firms that will participate in the contract;
- 2602 (2) A description of the work that each DBE will perform;
- 2603 (3) The dollar amount of the participation of each DBE firm;
- 2604 (4) Written documentation (signed contract proposal) of the bidder/offeree's commitment to use a
2605 DBE subcontractor whose participation it submits to meet a contract goal;
- 2606 (5) If the contract goal is not met, evidence of good faith efforts (see paragraph c below).
2607

2608 (Note: After award of the contract, the MoDOT External Civil Rights Office will contact by mail each DBE
2609 firm participating in the contract, requesting written confirmation from the DBE that it is participating in the
2610 contract as provided in the Proposal Form.)
2611

2612 b. Sponsor Evaluation: In selecting the lowest responsible bidder, the Sponsor and MoDOT will evaluate
2613 the DBE information provided with the bid. The Sponsor and MoDOT may request additional DBE
2614 information. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the
2615 information submitted by the apparent successful bidder is accurate and complete.
2616

2617 c. Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit, as part of its
2618 bid, written documentation and evidence of good faith efforts taken to meet the goal. Good faith efforts
2619 conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good
2620 faith efforts may include but are not limited to:
2621

- 2622 (1) Efforts to select portions of the work for performance by DBEs, in order to increase the likelihood
2623 of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into
2624 economically feasible units to facilitate DBE participation. Selection of portions of work shall be at
2625 least equal to the DBE goal.
2626
- 2627 (2) Written notification to individual DBEs likely to participate in the contract sent at least 7 calendar
2628 days prior to the bid opening. The notification shall list specific items or types of work and shall be
2629 sent to a reasonable number of DBE's qualified to participate in the contract.
2630
- 2631 (3) Efforts to negotiate with DBEs for specific items of work including:
2632
- 2633 (a) Names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial
2634 contact and information on further contacts made to determine with certainty if the DBEs were
2635 interested. Personal or phone contacts are expected;
 - 2636 (b) Description of the information provided to the DBEs regarding the plans, specifications and
2637 estimated quantities for portions of the work to be performed;
 - 2638 (c) Individual statements as to why agreements with DBEs were not reached; and
 - 2639 (d) Information on each DBE contacted but rejected and the reasons for the rejection.
- 2640
- 2641 (4) Efforts to assist the DBEs that need assistance in obtaining bonding, insurance, or lines of credit
2642 required by the contractor.
2643
- 2644 (5) Documentation that qualified DBEs are not available or not interested.
2645
- 2646 (6) Advertisements in general circulation media, trade association publications and disadvantaged-focus
2647 media concerning subcontracting opportunities.
2648
- 2649 (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged
2650 contractor's groups; local, state and federal disadvantaged business assistance offices; and other
2651 organizations that provide assistance in recruitment and placement of DBEs.
2652

2653 The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively
2654 sought out DBEs to participate in the project. The following actions would not be considered acceptable reasons
2655 for failure to meet the DBE goal and would not constitute a good faith effort:
2656

- 2657 (1) The DBE was unable to provide adequate performance and/or payment bonds.
- 2658 (2) A reasonable DBE bid was rejected based on price.
- 2659 (3) The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.
- 2660 (4) Union versus non-union status of the DBE firm.
- 2661 (5) The prime contractor would normally perform all work included in this contract.
- 2662 (6) The prime contractor solicited DBE participation by mail only.
2663

2664 Should MoDOT and the city determine that the bidder's submitted documentation on good faith efforts are
2665 inadequate, the bidder must make a written request for administrative reconsideration within 2 working days of
2666 the notification on lack of good faith efforts. That notice may be faxed or emailed to:
2667

2668 **Missy Stuedle**
2669 **External Civil Rights Director**
2670 **P.O. Box 270**
2671 **Jefferson City, Missouri 65102**
2672 **Telephone: (573) 526-2978**
2673 **Fax: (573) 526-0558**
2674 **E-Mail: Missy.Stuedler@modot.mo.gov**
2675

2676 The Administrative Reconsideration Committee will include 3 individuals MoDOT deems appropriate
2677 and the members will be familiar with the DBE program, bidding, construction, and/or contracting
2678 matters. The External Civil Rights Unit will process the request, including providing documentation of
2679 the determination, and notify the Administrative Reconsideration Committee of the request for review,
2680 however, the administrator, nor any member of MoDOT that had a part in the initial determination will
2681 be a part of the reconsideration determination.
2682

2683 As part of this reconsideration, the bidder will have the opportunity to provide written documentation or
2684 argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so to
2685 the committee. The bidder may choose to meet in person with the Administrative Reconsideration
2686 Committee to discuss the finding. MoDOT and the city will notify the bidder, in writing of the decision
2687 on reconsideration, explaining the basis for finding that the bidder did or did not make adequate good
2688 faith efforts to meet the goal. The result of the reconsideration process is not administratively appealable
2689 to the USDOT.
2690

2691 4. Post Award Compliance: If the contract is awarded on less than full DBE goal participation, the contractor is
2692 not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of
2693 the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract
2694 to increase the DBE participation to meet the contract goal.
2695

2696 If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Sponsor
2697 and FAA, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from
2698 the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the
2699 project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another
2700 certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the
2701 contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The
2702 contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The
2703 sponsor and the FAA shall approve the new DBE before the DBE starts work.
2704

2705 If the contractor fails to conform to the approved DBE participation or if it becomes evident that the
2706 remaining work will not meet the approved participation, then the contractor shall submit evidence showing
2707 either how the contractor intends to meet the DBE participation, or what circumstances have changed
2708 affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages
2709 may be assessed for the difference between the approved and actual DBE participation.
2710

2711 5. Records and Reports: The contractor shall keep records as necessary to determine compliance with the DBE
2712 obligations. The records shall include but are not limited to:
2713

2714 a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors,
2715 regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services
2716 performed on or incorporated in the project; and the actual value of such work.
2717

2718 b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor
2719 organizations and individual disadvantaged contractors for work on this project. All correspondence,
2720 personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.
2721

2722 c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall
2723 submit a certification attesting to the actual work performed by the DBE firm and the amount paid the
2724 DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.
2725
2726
2727
2728

Intentionally Left Blank

2729 **PART C – LOCAL PROVISIONS**
2730
2731

2732 **1. ACCIDENT PREVENTION:**
2733

2734 Precautions shall be exercised at all times for the protection of persons (including employees) and
2735 property, and that the safety provisions of applicable laws and of applicable building construction codes
2736 shall be observed, and that machinery, equipment, and explosives shall be guarded and all hazards shall be
2737 eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction,
2738 published by the Associated General Contractors of America, to the extent that such provisions are not
2739 in contravention of applicable law.
2740

2741 **2. INDEMNIFICATION:**
2742

2743 The Contractor agrees to indemnify and save harmless Creve Coeur Airport Improvement Corporation,
2744 its officers, agents, and employees, against any and all damages to property or injuries to or death of any
2745 person or persons, including property and employees or agents of Creve Coeur Airport Improvement
2746 Corporation, and further agrees to defend, indemnify and save harmless, Creve Coeur Airport
2747 Improvement Corporation, its officers, agents, and employees from any claims, demands, suits, actions,
2748 proceedings of any kind or nature resulting from or arising out of operations in connection herewith,
2749 including operations of subcontractors and acts of omissions of employees or agents of the Contractor or
2750 his subcontractors.
2751

2752 **3. SALES AND USE TAXES:**
2753

2754 Construction and building materials sold to the contractors and subcontractors for use on public works
2755 owned by Creve Coeur Airport Improvement Corporation, are exempt from State Sales and Use Taxes.
2756 However, such materials will be subject to any Sales and Use Taxes imposed by local cities and counties.
2757 This change in the State Tax Law has no effect of Sales and Use Taxes imposed by other local taxing
2758 authorities. Contractor shall provide proof of exemption prior to commencing work.
2759

2760 **4. PERMITS AND COMPLIANCE WITH LAWS:**
2761

2762 The Contractor shall procure and pay for all permits and licenses, and bonds necessary for the prosecution
2763 of his work, and/or required by Local, State, and Federal regulations and laws, as pertains particularly to
2764 permits and transportation of materials and equipment, or other operations which are not a specific
2765 requirement of these specifications. The Contractor shall give all notices, pay all fees and taxes, and
2766 comply with all Federal, State, and Local laws, ordinances, rules, and regulations, and building and
2767 construction codes bearing on the conduct of the work.
2768

2769 **5. EXECUTED CONTRACTS:**
2770

2771 Each contract shall be executed in five original copies and there shall be executed originals of the
2772 Contractor's Performance Bond and Payment Bond in equal number to the executed originals of the
2773 contract. Two copies of such executed documents will be retained by Creve Coeur Airport Improvement
2774 Corporation, one copy shall be delivered to MoDOT, and two copies will be delivered to the Contractor.
2775 The cost of executing the Contract, bonds and insurance, including all notary fees and incidental expenses,
2776 are to be paid by the Contractor to whom the contract is awarded.
2777

2778 **6. SUBLETTING OR ASSIGNING OF CONTRACTS:**
2779

2780 The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of
2781 the total contract cost. No assignment by the Contractor of any principal construction contract or any
2782 part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such

2783 assignment has received the prior written approval of the Sponsor, which shall be at Sponsor's sole
2784 discretion, and the Surety has been given due notice of such assignment and has also consented in writing
2785 thereto.

2786
2787 Such written approval of the Sponsor shall not relieve the Contractor of any obligation incurred by him,
2788 under the contract, unless otherwise expressly stated in the approval.

2789 The following language must appear in any assignment:
2790

2791
2792 "It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for
2793 services rendered or materials supplied for the performance of the work called for in said contract in favor
2794 of all persons, firms, or corporations rendering such services or supplying such materials."
2795

2796 **7. QUALIFICATION OF DISADVANTAGED BUSINESS ENTERPRISES:**

2797
2798 A Contractor, or subcontractor, will be considered as certified if that company has received a letter of
2799 certification from an organization, whose procedures for certifying business, is acceptable to the FAA.

2800
2801 A Contractor is permitted to use 100 percent of the Contract amount for the unit of work if the Contractor,
2802 or subcontractor, performs the construction, installation, rehabilitation, etc. of that work item(s).

2803
2804 A Contractor is permitted to use only 60 percent of the Contract amount for the purchase of material
2805 from a certified DBE supplier.

2806
2807 The Contractor is required to submit, to the Engineer, the names, work terms and contract value of all
2808 subcontractors, prior to commencing work. The Contractor is required to submit the names, work items
2809 and final contract amounts of all subcontractors after the substantial completion of the project.

2810
2811 **8. LIQUIDATED DAMAGES:**

2812
2813 Subject to the provisions of the Contract Documents, the Sponsor shall be entitled to liquidated damages
2814 for failure of the Contractor to complete the work within the specified contract time.

2815
2816 The Contractor further agrees to pay liquidated damages for failure to complete the work within the
2817 specified contract time and for expenses incurred by the Sponsor for unscheduled employment of the
2818 Engineer during the contract time overrun.

2819
2820 As compensation for non-use, the Contractor shall be assessed a liquidated damage of \$\$500/Completion
2821 Date for each day that the work remains uncompleted beyond the contract period. However, if the notice
2822 to proceed is delayed, an equivalent number of days will be added to the completion date, as outlined in
2823 Section 80-08 FAILURE TO COMPLETE ON TIME.

2824
2825 Compensation shall be paid by deduction from the final payment.
2826

2827 **9. INSTRUCTION MANUALS:**

2828
2829 At the end of project construction, the Contractor shall provide instruction manuals to the airport. The
2830 manuals shall include as a minimum the following:

- 2831
2832 1. Maintenance and troubleshooting instruction.
2833
2834 2. Operating instructions.
2835
2836 3. Equipment Warranties.

Intentionally Left Blank

SECTION 5

**TECHNICAL SPECIFICATIONS
TABLE OF CONTENTS**

2837		
2838	<u>SECTION</u>	<u>TITLE</u>
2839		
2840	SRE-100	UTILITY SNOW REMOVAL EQUIPMENT WITH
2841		ATTACHMENTS
2842		

Intentionally Left Blank

SRE-100 - UTILITY SNOW REMOVAL EQUIPMENT WITH ATTACHMENTS

PART 1 - GENERAL

1.1. DESCRIPTION

A. Work Included

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

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

B. Related Information

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

1.2. CERTIFICATION

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

1.3. SYSTEM DESCRIPTION

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

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

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

1.4. SUBMITTALS

A. Initial Equipment Submittal

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

B. Shop Drawings

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

C. Technical Publications

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

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

1.5. QUALITY ASSURANCE

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

1.6. DELIVERY, STORAGE AND HANDLING

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

A. Preparation for Delivery

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

1.7. WARRANTY

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

1.8. MATERIALS

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

1.9. DESIGN

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

1.10. ASSEMBLY

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

1.11. NAME, SERVICE, AND INSTRUCTION PLATES

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

PART 2 - EQUIPMENT

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

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

2.1. CARRIER VEHICLE

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

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

A. Radios

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

2.2. AIRPORT RUNWAY BROOM

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

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

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

A. Broom Head

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

B. Brush Assembly

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

C. Broom Hitch

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

D. Broom Hood

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

E. Deflector

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

F. Broom Angle

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

G. Broom Oscillation

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

H. Broom Drive

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

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

I. Broom Cores

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

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

J. Broom Casters

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

K. Broom Elevation and Brush Pattern Adjustment

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

L. Controls and Instrumentation

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

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

M. Hydraulic System

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

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

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

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

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

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

N. Quick Disconnects

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

O. Finish

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

2.3. SNOW PLOW

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

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

A. Construction

Snow plow construction shall be as follows:

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

B. Plow Angle Hydraulic Reversing

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

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

C. Color

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

PART 3 – METHOD OF MEASUREMENT

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

PART 4 – BASIS OF PAYMENT AND DELIVERY

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

Payment shall be made under:

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

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

INTENTIONALLY LEFT BLANK

2843
2844
2845
2846
2847
2848
2849
2850
2851
2852
2853
2854
2855
2856
2857

PROPOSAL FORM

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

TO: Creve Coeur Airport Improvement Corporation

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

Schedule I - Acquire Snow Removal Equipment

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

2858

Intentionally Left Blank

BID PROPOSAL SUMMARY

Bidder Name:

SCHEDULE I TOTAL

\$

TOTAL ALL SCHEDULES

\$

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

Signature

PAGE INTENTIONALLY LEFT BLANK

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

SCHEDULE I TOTAL \$ _____

PAGE INTENTIONALLY LEFT BLANK

2859
2860
2861
2862
2863
2864
2865
2866
2867
2868
2869
2870
2871
2872
2873
2874
2875
2876
2877
2878
2879
2880
2881
2882
2883
2884
2885
2886
2887
2888
2889
2890
2891
2892
2893
2894
2895
2896
2897
2898
2899
2900
2901
2902
2903
2904
2905
2906
2907
2908
2909
2910
2911
2912

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled “Alteration of Work and Quantities”.
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier’s check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER’S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER’S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 30 calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award, and furthermore, and provide executed payment and performance bonds within ~~thirty (30)~~ days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written “Notice-to-Proceed” as issued by the OWNER. The undersigned further agrees to complete the Project by June 30, 2024. However, if the notice to proceed is delayed, an equivalent number of days will be added to the completion date.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$500 per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract 0 percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 4 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the city in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein, when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

- 2913 j. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the
 2914 Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted
 2915 a complete compliance report within 12 months preceding the date of award. This report is required
 2916 if the Contractor/Subcontractor meets all of the following conditions:
 2917
- 2918 a. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - 2919 b. Has 50 or more employees.
 - 2920 c. Is a prime contractor or first tier subcontractor.
 - 2921 d. There is a contract, subcontract, or purchase order amounting to \$50,000 or more
- 2922
- 2923 k. The undersigned acknowledges receipt of the following addenda:
 2924

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 _____

2925
 2926
 2927

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- 2931 a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- 2932 b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory
 2933 performance of project work.
- 2934 c. The BIDDER has fully informed themselves of the project site, the project site conditions and the
 2935 surrounding area.
- 2936 d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and
 2937 understands the conditions that may in any manner affect cost, progress or performance of the work
- 2938 e. The BIDDER has correlated their observations with that of the project documents.
- 2939 f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents,
 2940 except as previously submitted in writing to the owner that would affect cost, progress or performance
 2941 of the work.
- 2942 g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations
 2943 pertaining to execution of the contract and the project work.
- 2944 h. The BIDDER has complied with all requirements of these instructions and the associated project
 2945 documents.

CERTIFICATIONS BY BIDDER

- 2949 a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named
 2950 herein and that this proposal is made without collusion with any other person, firm or corporation.
 2951 The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect
 2952 financial interest in this proposal.
 2953
- 2954 b. **Prohibition of Non-Segregated Facilities** (41 CFR Part 60; 2 CFR Part 200, Appendix II(C)) The
 2955 BIDDER agrees that it does not maintain or provide, for its employees, any segregated facilities at any
 2956 of its establishments and that it does not permit its employees to perform their services at any location,
 2957 under its control, where segregated facilities are maintained. The BIDDER agrees that a breach of this
 2958 clause is a violation of the Equal Opportunity Clause in this contract.

2959 "Segregated facilities" as used in this clause, means any waiting rooms, work areas, restrooms, and
2960 washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing
2961 areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
2962 facilities provided for employees which are segregated by explicit directive or are in fact segregated on
2963 the basis of race, color, religion, sexual orientation, gender identity, or national origin because of written
2964 or oral policies or employee custom. The term does not include separate or single-user rest rooms or
2965 necessary dressing or sleeping areas provided to assure privacy between the sexes.
2966

2967 The Bidder shall include this clause in every subcontract and purchase order that is subject to the Equal
2968 Employment Opportunity clause of this contract.
2969

2970 **c. Trade Restriction Certification** (49 U.S.C. § 50104, 49 CFR Part 30)

2971 By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant
2972 contract, the Offeror--
2973

- 2974 1. is not owned or controlled by one or more citizens of a foreign country included in the list of
2975 countries that discriminate against U.S. firms published by the Office of the United States Trade
2976 Representative (USTR);
2977
- 2978 2. has not knowingly entered into any contract or subcontract for this project with a person that is a
2979 citizen or national of a foreign country included on the list of countries that discriminate against
2980 U.S. firms as publish by the USTR; and
2981
- 2982 3. has not entered into any subcontract for any product to be used on the Federal project that is
2983 produced in a foreign country included on the list of countries that discriminate against U.S. firms
2984 published by the USTR.
2985

2986 This certification concerns a matter within the jurisdiction of agency of the United States of America
2987 and the making of a false, fictitious, or fraudulent certification may render the maker subject to
2988 prosecution under Title 18 USC Section 1001.
2989

2990 The offer/contractor must provide immediate written notice to the Owner if the Offeror/Contractor
2991 learns that its certification or that of a subcontractor was erroneous when submitted or has become
2992 erroneous by reason of changed circumstances. The Contractor must require subcontractor provide
2993 immediate written notice to the Contractor if at any time it learns that its certification was erroneous
2994 by reason of changed circumstances.
2995

2996 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with
2997 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
2998

- 2999 1) who is owned or controlled by one or more citizens or nationals of a foreign country included
3000 on the list of countries that discriminate against U.S. firms published by the USTR or
- 3001 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a
3002 foreign country on such USTR list or
- 3003 3) who incorporates in the public works project any product of a foreign country on such USTR
3004 list.
3005

3006 Nothing contained in the foregoing shall be construed to require establishment of a system of records
3007 in order to render, in good faith, the certification required by this provision. The knowledge and
3008 information of a contractor is not required to exceed that which is normally possessed by a prudent
3009 person in the ordinary course of business dealings.
3010
3011

3012 The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this
3013 provision for certification without modification in all lower tier subcontracts. The Contractor may rely
3014 on the certification of a prospective subcontractor that it is not a firm from a foreign county included
3015 on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror
3016 has knowledge that the certification is erroneous.

3017
3018 This certification is a material representation of fact upon which reliance was placed when making an
3019 award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous
3020 certification, the Federal Aviation Administration may direct through the Owner cancellation of the
3021 contract or subcontract for default at no cost to the Owner or the FAA.

3022
3023 **d. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part**
3024 **1200, DOT Order 4200.5)**

3025
3026 By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its
3027 principals are presently debarred or suspended by any Federal department or agency from participation
3028 in this transaction

3029
3030 **e. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2**
3031 **CFR Part 1200, DOT Order 4200.5)**

3032
3033 The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered
3034 transaction”, must verify each lower tier participant of a “covered transaction” under the project is not
3035 presently debarred or otherwise disqualified from participation in this federally assisted project. The
3036 successful bidder will accomplish this by:

- 3037
3038
 1. Checking the System for Award Management at website: <http://www.sam.gov>;
 - 3039 2. Collecting a certification statement similar to the Certificate Regarding Debarment and
3040 Suspension (Bidder or Offeror), above; and
 - 3041 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

3042
3043 If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher
3044 tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA
3045 and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-
3046 compliant participant.

3047
3048 **f. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions (Section**
3049 **415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT**
3050 **Order 4200.6)**

3051
3052 The applicant must complete the following two certification statements. The applicant must indicate
3053 its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in
3054 the space following the applicable response. The applicant agrees that, if awarded a contract resulting
3055 from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 3056
3057
 1. The applicant represents that it is is not a corporation that has any unpaid Federal tax
3058 liability that has been assessed, for which all judicial and administrative remedies have been
3059 exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement
3060 with the authority responsible for collecting the tax liability.

- 3061
3062
 2. The applicant represents that it is is not is not a corporation that was convicted of a
3063 criminal violation under any Federal law within the preceding 24 months.
3064

3065 3. The undersigned shall require that the language of this certification be included in the award
3066 documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under
3067 grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose
3068 accordingly.
3069

3070 **g. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part**
3071 **20, Appendix A)**
3072

3073 The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her
3074 knowledge and belief, that:
3075

- 3076 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or
3077 Offeror, to any person for influencing or attempting to influence an officer or employee of an
3078 agency, a Member of Congress, an officer or employer of Congress, or an employee of a
3079 Member of Congress in connection with the awarding of any Federal contract, the making of any
3080 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,
3081 and the extension, continuation, renewal, amendment, or modification of any Federal contract,
3082 grant, loan, or cooperative agreement.
3083
- 3084 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person
3085 for influencing or attempting to influence an officer or employee of any agency, a Member of
3086 Congress, an officer or employee of Congress, or an employee of a Member of Congress in
3087 connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned
3088 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in
3089 accordance with its instructions.
3090
- 3091 3. The undersigned shall require that the language of this certification be included in the award
3092 documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under
3093 grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose
3094 accordingly.
3095

3096 This certification is a material representation of fact upon which reliance was placed when this
3097 transaction was made or entered into. Submission of this certification is a prerequisite for making or
3098 entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who
3099 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not
3100 more than \$100,000 for such failure.
3101

3102 **h. Buy American Certification:** (Title 49 U.S.C. § 50101)
3103

3104 The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other
3105 related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal
3106 funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects
3107 are produced in the United States, unless the Federal Aviation Administration has issued a waiver for
3108 the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition
3109 Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
3110

3111 The bidder or offeror must complete and submit the certification of compliance with FAA's Buy
3112 American Preference, BABA and Made in America laws included herein with their bid or offer. **The**

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

3113 **Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a**
3114 **completed certification of compliance with FAA’s Buy American Preference and BABA.**
3115

3116 The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or
3117 supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious
3118 materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or
3119 consist primarily of: non-ferrous metals; plastic and polymer-based products (including
3120 polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass
3121 (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.
3122

3123 The bidder certifies it and all associated subcontractors will comply with the Buy American preferences
3124 established under Title 49 U.S.C. Section 50101 as follows:

3125 **U.S.C. Section 50101 - Buying goods produced in the United States**

3126 (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry
3127 out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter
3128 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and
3129 manufactured goods used in the project are produced in the United States.

3130 (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -

- 3131 (1) Applying subsection (a) would be inconsistent with the public interest;
- 3132 (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably
3133 available amount or are not of a satisfactory quality;

3134 (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter
3135 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this
3136 title -

3137 A. The cost of components and subcomponents produced in the United States is more than 60% of
3138 the cost of all components of the facility or equipment; and

3139 B. Final assembly of the facility or equipment has occurred in the United States; or

3140 (4) Including domestic material will increase the cost of the overall project by more than 25%.

3141 (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost
3142 of components.

3143 * * * * *

3144 Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing
3145 a solicitation for bids or a request for proposal for a project.

3147 The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract.
3148 The FAA will generally not consider waiver requests after execution of the contract except where
3149 extraordinary and extenuating circumstances exist.

3150
3151 The FAA Office of Airports maintains listings of projects and products that have received a waiver
3152 from the Buy American Preference requirements for project specific and nationwide use. Each of
3153 these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products
3154 listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of
3155 domestic content information. Nationwide waivers expire five years from the date issued, unless
3156 revoked earlier by the FAA.
3157

3158
3159
3160
3161
3162
3163
3164
3165
3166
3167
3168
3169
3170
3171
3172
3173
3174
3175
3176
3177
3178
3179
3180
3181
3182
3183
3184
3185
3186
3187
3188
3189
3190
3191
3192
3193
3194
3195
3196
3197
3198
3199
3200
3201
3202
3203

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

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

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

3204 **Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not
3205 available in sufficient quantity or quality in the United States. The required documentation for the
3206 Nonavailability waiver is:

- 3207 a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- 3208 b) Record of thorough market research, consideration where appropriate of qualifying alternate
3209 items, products, or materials including;
- 3210 c) A description of the market research activities and methods used to identify domestically
3211 manufactured items capable of satisfying the requirement, including the timing of the research
3212 and conclusions reached on the availability of sources.

3213 **Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is
3214 more that 60 percent of the cost of all components and subcomponents of the “item”. The required
3215 documentation for a Type 3 waiver is:

- 3216 a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- 3217 b) Listing of all product components and subcomponents that are not comprised of 100
3218 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy
3219 American Waivers Issued listing and products excluded by Federal Acquisition
3220 Regulation Subpart 25.108 (products of unknown origin must be considered as non-
3221 domestic products in their entirety).
- 3222 c) Cost of non-domestic components and subcomponents, excluding labor costs associated
3223 with final assembly at place of manufacture.
- 3224 d) Percentage of non-domestic component and subcomponent cost as compared to total
3225 “item” component and subcomponent costs, excluding labor costs associated with final
3226 assembly at place of manufacture.

3227 **Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or
3228 construction materials, would increase the cost of the overall project by more than 25 percent. The required
3229 documentation for this waiver is:

- 3230 a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
 - 3231 b) At minimum two comparable equal bidders and/or offerors;
 - 3232 c) Receipt or record that demonstrates that supplier scouting called for in Executive Order
3233 14005, indicates that no domestic source exists for the project and/or component;
 - 3234 d) Completed waiver applications for each comparable bid and/or offer.
- 3235

3236 **False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the
3237 Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may
3238 render the maker subject to prosecution under Title 18, United States Code.

3239 _____
3240 Date Signature

3241 _____
3242 Company Name Title

3243

3244

3245

3246
3247
3248
3249
3250

BUY AMERICA WAIVER REQUEST

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

For Airfield Development Projects funded under the Airport Improvement Program

Instructions for Permissible Waivers

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

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

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

Section 50101(b)(3) Waiver:

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

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

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

8. Products and material made in Canada or Mexico must be considered as foreign made products.

9. Preparation of a Content Percentage Calculation Worksheet is not necessary for equipment listed on the FAA national listing:

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

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

10. In any calculation of Buy American percentage, the labor for the final assembly is excluded.

This is because the Buy American statute is based on the cost of materials and equipment, not Labor.

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

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

3251

3252



Buy American Project/Product Content Percentage Calculation – Worksheet

Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):

Prime Contractor Manufacturer Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone: Extension:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

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

Total Material Cost:

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

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

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

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

Yes No

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

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

Use of Non-Domestic Construction Materials Justification

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

- CONFIDENTIAL -

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

Project Material Structure Worksheet

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

– CONFIDENTIAL –

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

Certification

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

Signature:  **Date:** 

Name: 

Title: 

[Submit by Email](#)

FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

Applicable FAA Waiver Type

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

Applicable FAA Waiver Scope

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

Justifications

- Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature: 

End of FAA-Use Only Section

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

Buy American Preferences – Final Assembly Questionnaire

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

Company Name: Date:

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

Address of Final Assembly Location:

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

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

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

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

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

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

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

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

Signature:

Name:

[Submit by Email](#)

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

3253
 3254
 3255
 3256
 3257
 3258
 3259
 3260
 3261
 3262
 3263

BUY AMERICA CONFORMANCE LISTING

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

For Airfield Development Projects funded under the Airport Improvement Program

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

Equipment Type	Name of Manufacturer	Product Number

3264
 3265
 3266
 3267
 3268
 3269
 3270
 3271
 3272
 3273
 3274
 3275
 3276
 3277

Certification Signature:

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

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

I hereby certify the above information is accurate and complete.

Bidder's Firm Name

Date

Signature

3278
3279
3280
3281
3282
3283
3284
3285
3286
3287
3288
3289
3290
3291
3292
3293
3294
3295
3296

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

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

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

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

3297 **WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL**
3298 **CONTRACT AGREEMENTS IN EXCESS OF \$50,000**
3299 **(Local match in excess of \$5,000)**

3300 (for joint ventures, a separate affidavit is required for each business entity)

3301 STATE OF _____)
3302)
3303) ss
3304 COUNTY OF _____)
3305)

3306 On this _____ day of _____, 20____, before me appeared _____
3307 _____, personally known to me or proved to me on the basis of satisfactory evidence to be
3308 a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

3309 My name is _____, and I am of sound mind, capable of making
3310 this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any
3311 contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor,
3312 personal services, or any other activity for which compensation is provided, expected, or due, including but not limited
3313 to all activities conducted by business entities:

3314 I am the _____ of _____
3315 (title name) (business name)

3316 _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf
3317 of this business entity.

3318 I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work
3319 authorization program operated by the United States Department of Homeland Security, and the aforementioned
3320 business entity shall participate in said program to verify information (employment eligibility) of newly hired employees
3321 working in connection to work under the within contract agreement. I have attached documentation to this affidavit
3322 to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program,
3323 as required by Section 285.530, RSMo.

3324 In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not
3325 knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal
3326 right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

3327 I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section
3328 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo,
3329 for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of
3330 Missouri.

3331 I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and
3332 not under duress.

3333 _____
3334 (Affiant Signature)

3335 Subscribed and sworn to before me this _____ day of _____, 20____.

3336 _____
3337 (Notary Public)

3338 My commission expires:

3339
3340
3341 ***[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable***
3342 ***enrollment and participation documentation consists of the following two pages of the E- Verify Memorandum***
3343 ***of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid***
3344 ***copy of the signature page completed and signed by the business entity, the Social Security Administration, and***
3345 ***the Department of Homeland Security – Verification Division.]***

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

3346
3347
3348
3349
3350
3351
3352
3353
3354
3355
3356
3357
3358
3359
3360
3361
3362
3363
3364
3365
3366
3367
3368

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

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

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

- a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

- b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

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

3369
3370
3371
3372
3373
3374
3375

**Cannot exceed contract amount for given item of work.
Truck services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm.
Merchant wholesalers (supply) are credited at 60%.
Brokered services will only receive credit for fees.

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

Intentionally Left Blank

3376
3377
3378
3379
3380
3381
3382
3383
3384
3385
3386
3387
3388
3389
3390
3391
3392
3393
3394
3395
3396
3397
3398
3399
3400
3401
3402
3403
3404
3405
3406
3407
3408
3409
3410
3411
3412
3413
3414

CONTRACTOR’S STATEMENT OF QUALIFICATIONS

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

Name of firm, address with zip code

Project Contact Name..... Area Code/Telephone Number Area Code/Fax Number

Federal I.D. Number

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

% of work by Contractor No. of permanent employees No. of years in business

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

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

Intentionally Left Blank

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

SIGNATURE OF BIDDER

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

sole individual partnership joint venture
 corporation, incorporated under the laws of state of _____.

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

Name of individual,
all partners
or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation, show its name above)

ATTEST: (SEAL)

(Signature) Secretary

(Signature) (Title)

Please print name

Please print name

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

Intentionally Left Blank

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

3466
3467
3468
3469
3470
3471
3472
3473
3474
3475
3476
3477
3478
3479
3480
3481
3482
3483
3484
3485
3486
3487
3488
3489
3490
3491
3492
3493
3494
3495
3496
3497
3498
3499
3500
3501
3502
3503

OBLIGATION

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

WHEREAS,

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

Schedule I - Acquire Snow Removal Equipment

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

CONDITION

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

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

- 3504 a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the
3505 Contract; or
3506
- 3507 b. Undertake to perform and complete the Contract itself, through its agents or through independent
3508 contractors; or
3509
- 3510 c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a
3511 contract for performance and completion of the Contract; arrange for a contract to be prepared
3512 for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be
3513 secured with performance and payment bonds executed by a qualified surety equivalent to the
3514 Bonds issued on the Contract; and make available as work progresses (even though there should
3515 be a default or a succession of defaults under the contract or contracts of completion arranged
3516 under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract
3517 price; but not exceeding, including other costs and damages for which the Surety may be liable
3518 hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this
3519 paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the
3520 Contract and any amendments thereto, disbursed at the rate provided in the original contract, less
3521 the amount properly paid by OWNER to CONTRACTOR.
3522
- 3523 d. With written consent of the OWNER, SURETY may waive its right to perform and complete,
3524 arrange for completion or obtain a new contractor and with reasonable promptness, investigate
3525 and determine the amount the SURETY is liable to the OWNER and tender payment therefor to
3526 the OWNER.
3527
- 3528 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the
3529 OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by
3530 the OWNER, with or without suit, are in addition to the balance of the contract price.
3531
- 3532 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than
3533 the OWNER named herein or the successors or assigns of the OWNER.
3534

3535 **WITNESS**

3536
3537 In witness whereof, this instrument is executed this the ____ day of _____, 20____.

3538
3539 **INDIVIDUAL PRINCIPAL:**

3540
3541 Company Name: _____

3542
3543 Signature: _____

3544
3545
3546
3547

3548 Name and Title: _____

3549
3550

3551
3552 **CORPORATE PRINCIPAL:**

3553
3554 ATTEST: Corporate Name: _____

3555
3556 Signature: _____ Signature: _____

3557
3558 Name and Title: _____ Name and Title: _____

3559 (Affix Corporate Seal)

3560
3561 **SURETY:**

3562
3563 ATTEST: Surety Name: _____

3564
3565 Signature: _____ Signature: _____

3566
3567 Name and Title: _____ Name and Title: _____

3568 (Affix Seal) (Attach Power of Attorney)

3569
3570

3571 **OWNER ACCEPTANCE:**

3572
3573 The OWNER approves the form of this Performance Bond.

3574
3575 Date: _____

3576
3577 Signature: _____ Signature: _____

3578
3579 Name and Title: _____ Name and Title: _____

3580 (Affix Seal)

Intentionally Left Blank

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

3581
3582
3583
3584
3585
3586
3587
3588
3589
3590
3591
3592
3593
3594
3595
3596
3597
3598
3599
3600
3601
3602
3603
3604
3605
3606
3607
3608
3609
3610
3611
3612
3613
3614
3615
3616
3617

OBLIGATION

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

WHEREAS,

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

Schedule I - Acquire Snow Removal Equipment

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

CONDITION

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

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

- 3618
3619
3620
3621
3622
3623
3624
3625
3626
3627
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
 5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

3628 **WITNESS**

3629
3630 In witness whereof, this instrument is executed this the ____ day of _____, 20____.

3631
3632 **INDIVIDUAL PRINCIPAL:**

3633
3634 Company Name: _____
3635
3636 Signature: _____
3637
3638 Name and Title: _____
3639

3640 **CORPORATE PRINCIPAL:**

3641
3642 ATTEST: Corporate Name: _____
3643
3644 Signature: _____ Signature: _____
3645
3646 Name and Title: _____ Name and Title: _____
3647 (Affix Corporate Seal)

3648
3649 **SURETY:**

3650
3651 ATTEST: Surety Name: _____
3652
3653 Signature: _____ Signature: _____
3654
3655 Name and Title: _____ Name and Title: _____
3656 (Affix Seal) (Attach Power of Attorney)

3657
3658
3659 **OWNER ACCEPTANCE:**

3660
3661 The OWNER approves the form of this Payment Bond.
3662
3663 Date: _____
3664
3665 Signature: _____ Signature: _____
3666
3667 Name and Title: _____ Name and Title: _____
3668 (Affix Seal)

3670
3671

Intentionally Left Blank

3672 **FORM OF CONTRACT AGREEMENT**

3673 Creve Coeur Airport Improvement Corporation
3674 State Block Grant Project No. 23-113P-1
3675

3676
3677 **THIS AGREEMENT**, made as of this _____ day of _____, 20_____, is
3678

3679 **BY AND BETWEEN**

3680 the OWNER: Name: _____

3682 Address: _____

3684 City/State/Zip Code: _____

3686
3687 And the CONTRACTOR: Name: _____

3688 Address: _____

3689 City/State/Zip Code: _____
3692

3693 **WITNESSETH:**

3694
3695 WHEREAS it is the intent of the Owner to make improvements at Creve Coeur Airport generally described as
3696 follows;

3697
3698 Schedule I - Acquire Snow Removal Equipment

3699
3700 hereinafter referred to as the Project.

3701
3702 NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and
3703 CONTRACTOR agree as follows:

3704 **Article 1 – Work**

3705 It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the
3706 CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and
3707 material and shall fully perform all necessary work to complete the Project in strict accordance with this
3708 Contract Agreement and the Contract Documents.
3709

3710 **Article 2 – Contract Documents**

3711 CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General
3712 Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders,
3713 Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate
3714 Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by
3715 attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All
3716 documents comprising the Contract Documents are complementary to one another and together establish the
3717 complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are
3718 incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.
3719
3720

3721 **Article 3 – Contract Price**

3722 In consideration of the faithful performance and completion of the Work by the CONTRACTOR in
3723 accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

3724 _____
3725
3726 (Amount in Written Words) (Amount in Numerals)

3727 subject to the following;

- 3730 a. Said amount is based on the schedule of prices and estimated quantities stated in
3731 CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;
- 3732
- 3733 b. Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit prices
3734 multiplied by the associated estimated quantities;
- 3735
- 3736 c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that
3737 the determination of actual quantities is to be made by the OWNER’S ENGINEER;
- 3738
- 3739 d. Said amount is subject to modification for additions and deductions as provided for within the
3740 Contract General Provisions.

3741 **Article 4 – Payment**

3742 Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by
3743 reason of faithful performance of the work, taking into consideration additions to or deductions from the
3744 Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work”
3745 authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and
3746 acceptance.

3747 The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims
3748 against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this
3749 Contract.

3750 OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the
3751 General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value
3752 of work performed and materials completed in place in accordance with the Contract Drawings and
3753 Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

3754 **Article 5 – Contract Time**

3755 The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the
3756 OWNER’S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within June 30, 2024
3757 calendar days of the commencement date stated within the Notice-to-Proceed.

3758 It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the
3759 Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be
3760 permitted by execution of a formal modification to this Contract Agreement in accordance with the General
3761 Provisions and as approved by the OWNER.

3762 **Article 6 – Liquidated Damages**

3763 The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work
3764 and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the
3765 authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the
3766 difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense.
3767 Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as
3768 liquidated damages the non-penal sum of \$500 per day for each calendar day required in excess of the authorized
3769

3775 Contract Time. In addition, up to N/A/Completion Date for the construction manager plus up to
3776 N/A/Completion Date for each additional resident engineer plus any incurred expenses (per diem, lodging,
3777 etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this
3778 paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined
3779 in Section 80-08 FAILURE TO COMPLETE ON TIME.

3780
3781 Furthermore, the CONTRACTOR understands and agrees that;

- 3782
3783 a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said
3784 liquidated damages;
- 3785
3786 b. the OWNER has the right to recover the amount of said liquidated damages from the
3787 CONTRACTOR, SURETY or both.

3788
3789 **Article 7 – CONTRACTOR’S Representations**

3790 The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the
3791 Proposal Form shall apply under this Agreement as if fully rewritten herein.

3792
3793 **Article 8 – CONTRACTOR’S Certifications**

3794 The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the
3795 Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies
3796 the following;

- 3797
3798 a. **Certification of Eligibility** (29 CFR Part 5.5)
 - 3799 i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person
3800 or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be
3801 awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR
3802 5.12(a)(1);
 - 3803
3804 ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a
3805 Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - 3806
3807 iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

3808
3809 b. **Certification of Non-Segregated Facilities** (41 CFR Part 60-1.8)

3810
3811 The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for
3812 its employees, any segregated facilities at any of its establishments and that it does not permit its
3813 employees to perform their services at any location, under its control, where segregated facilities are
3814 maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated
3815 facilities at any of its establishments and that it will not permit its employees to perform their services
3816 at any location under its control where segregated facilities are maintained. The Bidder agrees that a
3817 breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated
3818 in the contract.

3819
3820 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas,
3821 restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other
3822 storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,
3823 transportation, and housing facilities provided for employees which are segregated on the basis of race,
3824 color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees
3825 that (except where it has obtained identical certifications from proposed subcontractors for specific
3826 time periods) it will obtain identical certifications from proposed subcontractors prior to the award of
3827 subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity
3828 Clause and that it will retain such certifications in its files.

3829
3830
3831
3832
3833
3834
3835
3836
3837
3838
3839
3840
3841
3842
3843
3844

Article 9 – Miscellaneous

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

3845 IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement
3846 on the day and year first noted herein.
3847

3848 **OWNER**

CONTRACTOR

3849 Name: _____

Name: _____

3851 Address: _____

Address: _____

3858 By: _____

By: _____

3859 *Signature*

Signature

3862 _____
3863 *Title of Representative*

_____ *Title of Representative*

3864 ATTEST:

ATTEST:

3866 By: _____

By: _____

3867 *Signature*

Signature

3870 _____
3871 *Title*

_____ *Title*

SRE-100 - UTILITY SNOW REMOVAL EQUIPMENT WITH ATTACHMENTS

PART 1 - GENERAL

1.1. DESCRIPTION

A. Work Included

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

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

B. Related Information

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

1.2. CERTIFICATION

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

1.3. SYSTEM DESCRIPTION

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

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

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

1.4. SUBMITTALS

A. Initial Equipment Submittal

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

B. Shop Drawings

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

C. Technical Publications

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

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

1.5. QUALITY ASSURANCE

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

1.6. DELIVERY, STORAGE AND HANDLING

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

A. Preparation for Delivery

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

1.7. WARRANTY

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

1.8. MATERIALS

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

1.9. DESIGN

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

1.10. ASSEMBLY

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

1.11. NAME, SERVICE, AND INSTRUCTION PLATES

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

PART 2 - EQUIPMENT

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

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

2.1. CARRIER VEHICLE

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

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

A. Radios

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

2.2. AIRPORT RUNWAY BROOM

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

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

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

A. Broom Head

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

B. Brush Assembly

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

C. Broom Hitch

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

D. Broom Hood

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

E. Deflector

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

F. Broom Angle

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

G. Broom Oscillation

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

H. Broom Drive

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

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

I. Broom Cores

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

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

J. Broom Casters

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

K. Broom Elevation and Brush Pattern Adjustment

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

L. Controls and Instrumentation

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

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

M. Hydraulic System

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

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

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

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

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

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

N. Quick Disconnects

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

O. Finish

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

2.3. SNOW PLOW

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

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

A. Construction

Snow plow construction shall be as follows:

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

B. Plow Angle Hydraulic Reversing

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

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

C. Color

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

PART 3 – METHOD OF MEASUREMENT

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

PART 4 – BASIS OF PAYMENT AND DELIVERY

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

Payment shall be made under:

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

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

INTENTIONALLY LEFT BLANK

REQUEST FOR BIDS/INVITATION FOR BIDS

Creve Coeur Airport
St. Louis, MO

State Block Grant Project No. 23-113P-1

Sealed bids will be received until 2:00 PM (CST), Monday, June 3, 2024, and then publicly opened and read by the Creve Coeur Airport Improvement Corporation at 14301 Creve Coeur Airport Rd, St. Louis, MO 63146, for furnishing all labor, materials and equipment and performing all work necessary to

Schedule I - Acquire Snow Removal Equipment

Contract Documents. The complete set of Specifications and Contract Documents can be requested from Albert Stix at 1h0srebid@gmail.com, beginning on May 13, 2024. In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. For additional information, please contact us via email at 1h0srebid@gmail.com.

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

Pre-Bid Conference. The pre-bid conference for this project will be held on Monday, May 20, 2024 at 2:00 PM (CST), via Conference Call. **The link to the pre-bid conference will be provided by addendum.** All bidders are required to become familiar with all equipment requirements prior to submitting their bid.

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

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

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

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

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

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

DBE Requirement. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Creve Coeur Airport Improvement Corporation to practice nondiscrimination based on race, color, sex, or national

53 origin in the award or performance of this contract. The Owner encourages participation by all firms
54 qualifying under this solicitation regardless of business size or ownership.

55
56 Contractor shall provide a certified statement signed by the subcontractors, indicating actual amounts paid to
57 the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers that were used on the project
58 through race neutral means.

59
60 **FAA Buy American Preference.** The Contractor certifies that its bid/offer is in compliance with 49 USC §
61 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which
62 provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP
63 funded projects are produced in the United States, unless the Federal Aviation Administration has issued a
64 waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition
65 Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

66
67 The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American
68 Preference, BABA and Made in America laws included herein with their bid or offer. The Airport
69 Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification
70 of compliance with FAA's Buy American Preference and BABA.

71
72 The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply
73 other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials;
74 aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily
75 of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building
76 materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the
77 project are manufactured in the U.S.

78
79 **Trade Restriction Certification.** By submission of an offer, the Offeror certifies that with respect to this
80 solicitation and any resultant contract, the Offeror –

- 81
82 1) is not owned or controlled by one or more citizens of a foreign country included in the list of
83 countries that discriminate against U.S. firms as published by the Office of the United States Trade
84 Representative (USTR);
85 2) has not knowingly entered into any contract or subcontract for this project with a person that is a
86 citizen or national of a foreign country included on the list of countries that discriminate against U.S.
87 firms as published by the USTR; and
88 3) has not entered into any subcontract for any product to be used on the Federal project that is
89 produced in a foreign country included on the list of countries that discriminate against U.S. firms
90 published by the USTR.

91
92 This certification concerns a matter within the jurisdiction of an agency of the United States of America and
93 the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under
94 Title 18 USC § 1001.

95
96 The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor
97 learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous

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.

98 by reason of changed circumstances. The Contractor must require subcontractors provide immediate written
99 notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed
100 circumstances.

101

102 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR
103 § 30.17, no contract shall be awarded to an Offeror or subcontractor:

104

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

110

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

115

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

121

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

126

127 **Certification of Offeror/Bidder Regarding Debarment.** By submitting a bid/proposal under this
128 solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended
129 by any Federal department or agency from participation in this transaction.

130

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

132

133

134

135

136

137

138

139