

BIDDING AND CONTRACT DOCUMENTS
ADDENDUM NUMBER ONE
STATE PROJECT NO. 20-063a-2

DATE: March 14, 2022

PERRYVILLE REGIONAL AIRPORT

CRAWFORD, MURPHY, TILLY, INC.
ONE MEMORIAL DRIVE, SUITE 500
ST. LOUIS, MISSOURI 63102

TO: ALL PLANHOLDERS AND POTENTIAL BIDDERS

SUBJECT: ADDENDUM NUMBER ONE TO THE BIDDING DOCUMENTS FOR:
RECONSTRUCT SOUTHEAST TAXIWAY AND EAST APRON TAXILANE:
ADDITIVE ALTERNATE RECONSTRUCT SOUTHWEST TAXIWAY



Melanie R. Reddick
3/14/2022

This addendum forms a part of the bidding and contract documents, and modifies the original bidding documents dated FEBRUARY 22, 2022. This addendum must be signed on the last page and included with the submitted Bid Package. An acknowledgement sheet is also attached. This must be signed and returned to Crawford, Murphy, & Tilly, Inc via e-mail by MARCH 16, 2022. FAILURE TO NOT RECOGNIZE THE ADDENDUM ON THE BID FORM MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

The Contract Documents are revised as follows:

CONTRACT PROPOSAL

REPLACE all RETURN WITH BID pages with updated RETURN WITH BID PAGES, pages 305-332

CLARIFICATION:

Due to calendar day constraints on the taxilane section to be replaced as part of Additive Alternate #1 the lime treated subgrade has been removed and unsuitable substrate has been included if the existing subsurface is not adequate for supporting construction efforts.

Quantities in Section 1 – Notice to Bidders do not reflect revised quantities from this addendum.

CRAWFORD, MURPHY & TILLY, INC.

This Addendum consists of 1 page, plus a revised Proposal Form, and an acknowledgment transmittal sheet.

Signed
(Contractor)

Date

Contractor to sign and date this Addendum #1 to acknowledge receipt. This signed Addendum must be included with the submitted Bid Package.

TRANSMITTAL

To: Crawford, Murphy & Tilly, Inc

Attention: **Brian Bloodworth**

Re: Addendum #1

E-mail: bbloodworth@cmtengr.com

From:

(name)

(company)

Date:

To verify that all contractors are in receipt of this addendum, Contractors are asked to sign and date this acknowledgement sheet. The Contractor should e-mail to Brian Bloodworth of Crawford, Murphy, & Tilly, Inc. at the e-mail address listed below by **March 16, 2022**.

Phone: (314) 436-5500

E-mail : bbloodworth@cmtengr.com

BY: CRAWFORD, MURPHY, & TILLY, INC.

RETURN WITH BID

Perryville Regional Airport
Reconstruct Southeast Taxiway and East Apron Taxilane:
Additive Alternate Reconstruct Southwest Taxiway
State Project No. 20-063A-2

PROPOSAL FORM
CITY OF PERRYVILLE
State Block Grant Project No. **20-063A-2**

TO: City Administrator

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

**RECONSTRUCT SOUTHEAST TAXIWAY AND EAST APRON TAXILANE: ADDITIVE ALTERNATE
RECONSTRUCT SOUTHWEST TAXIWAY**

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:

RETURN WITH BID

Perryville Regional Airport
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BASE BID						
BID ITEM	SPEC. NO.	ITEM DESCRIPTION	APPROX. QTY AND UNITS		UNIT PRICE	EXTENSION
X	XXXXX	Sample	109 Each	Words	<i>Twenty one and 55/100</i>	<i>Two thousand three hundred forty eight and 95/100</i>
				Numerals	<i>21.55</i>	<i>2,348.95</i>
1	C-100-14.1	Contractor Quality Control Program (CQCP)	1 Lump Sum	Words		
				Numerals		
2	C-102-5.1	Installation and Removal of Silt Fence	465 Linear Foot	Words		
				Numerals		
3	C-102-5.2	Inlet Protection	6 Each	Words		
				Numerals		
4	C-105-6.1	Mobilization (Limit 10%)	1 Lump Sum	Words		
				Numerals		
5	P-101-5.1	Pavement Removal, Full Depth – 6” PCC	13,456 Square Yard	Words		
				Numerals		

6	P-101-5.2	Removal of Pipe	1,990 Linear Feet	Words		
				Numerals		
7	P-101-5.3	Removal of Drainage Structure	16 Each	Words		
				Numerals		
8	P-152-4.1	Unclassified Excavation	4,915 Cubic Yard	Words		
				Numerals		
9	P-152-4.2	Unsuitable Substrate	800 Cubic Yard	Words		
				Numerals		
10	P-155-8.1	18" Lime-Treated Subgrade	12,125 Square Yard	Words		
				Numerals		
11	P-155-8.2	Lime	700 Ton	Words		
				Numerals		
12	P-209-5.1	Crushed Aggregate Base Course – 6"	12,125 Square Yard	Words		
				Numerals		

13	P-501-8.1	Portland Cement Concrete Pavement – 11”	11,545 Square Yard	Words		
				Numerals		
14	P-620-5.1	Waterborne Paint, Yellow, With Reflective Media	820 Square Feet	Words		
				Numerals		
15	P-620-5.2	Waterborne Paint, Black, Without Reflective Media	1,640 Square Feet	Words		
				Numerals		
16	P-620-5.3	Temporary Paint, Yellow, Without Reflective Media	820 Square Feet	Words		
				Numerals		
17	D-701-5.1	8” Reinforced Concrete Pipe	268 Linear Feet	Words		
				Numerals		
18	D-701-5.2	12” Reinforced Concrete Pipe	1,926 Linear Feet	Words		
				Numerals		
19	D-705-5.1	4” Perforated Pipe for Underdrains	1,318 Linear Feet	Words		
				Numerals		

20	D-705-5.2	Underdrain Cleanouts	6 Each	Words		
				Numerals		
21	D-705-5.3	Underdrain Collection Structures	1 Each	Words		
				Numerals		
22	D-705-5.4	Direct Connection	5 Each	Words		
				Numerals		
23	D-751-5.1	Inlet Type 1	14 Each	Words		
				Numerals		
24	L-108-5.1	1/C #8, L-824, Type C, 5kV Cable (In Unit Duct)	200 Linear Foot	Words		
				Numerals		
25	L-110-5.1	Install Split Duct HDPE	120 Linear Foot	Words		
				Numerals		

26	L-125-5.1	Taxiway Edge Reflector	23 Each	Words		
				Numerals		
27	L-125-5.2	Remove Existing Taxiway Edge Reflector	22 Each	Words		
				Numerals		
28	L-125-5.3	Remove Existing Elevated Runway Threshold Light	4 Each	Words		
				Numerals		
29	L-125-5.4	Install Relocated Elevated Runway Threshold Lights	4 Each	Words		
				Numerals		
30	L-125-5.5	Relocate Existing REIL	1 Lump Sum	Words		
				Numerals		
31	L-125-5.6	Relocate Existing Sign	1 Each	Words		
				Numerals		

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32	L-125-5.7	Install Splice Can	2 Each	Words		
				Numerals		
33	T-901-5.1	Seeding	3.5 Acre	Words		
				Numerals		
34	T-905-5.1	Topsoil	1 Lump Sum	Words		
				Numerals		
35	T-908-5.1	Hydraulically Applied Mulching	3.5 Acre	Words		
				Numerals		
TOTAL BASE BID				Words		
				Numerals		

ADDITIVE ALTERNATE NO. 1						
BID ITEM	SPEC. NO.	ITEM DESCRIPTION	APPROX. QTY AND UNITS		UNIT PRICE	EXTENSION
36	P-101-5.1	Pavement Removal, Full Depth – 6” PCC	805 Square Yard	Words		
				Numerals		
37	P-152-4.1	Unclassified Excavation	250 Cubic Yard	Words		
				Numerals		
38	P-152-4.2	Unsuitable Substrate	270 Cubic Yard	Words		
				Numerals		
39	P-209-5.1	Crushed Aggregate Base Course – 6”	805 Square Yard	Words		
				Numerals		
40	P-501-8.1	Portland Cement Concrete Pavement – 11”	805 Square Yard	Words		
				Numerals		

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Perryville Regional Airport
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TOTAL ADDITIVE ALTERNATE NO. 1	Words	
	Numerals	

ADDITIVE ALTERNATE NO.2						
BID ITEM	SPEC. NO.	ITEM DESCRIPTION	APPROX. QTY AND UNITS		UNIT PRICE	EXTENSION
41	C-102-5.1	Installation and Removal of Silt Fence	510 Linear Foot	Words		
				Numerals		
42	P-101-5.1	Pavement Removal, Full Depth – 6” PCC	1,850 Square Yard	Words		
				Numerals		
43	P-101-5.2	Removal of Pipe	96 Linear Feet	Words		
				Numerals		
44	P-152-4.1	Unclassified Excavation	1,930 Cubic Yard	Words		
				Numerals		

45	P-152-4.2	Unsuitable Substrate	180 Cubic Yard	Words		
				Numerals		
46	P-155-8.1	18" Lime-Treated Subgrade	2,690 Square Yard	Words		
				Numerals		
47	P-155-8.2	Lime	150 Ton	Words		
				Numerals		
48	P-209-5.1	Crushed Aggregate Base Course – 6"	2,690 Square Yard	Words		
				Numerals		
49	P-501-8.1	Portland Cement Concrete Pavement – 11"	2,570 Square Yard	Words		
				Numerals		
50	P-620-5.1	Waterborne Paint, Yellow, With Reflective Media	515 Square Feet	Words		
				Numerals		
51	P-620-5.2	Waterborne Paint, Black, Without Reflective Media	1,030 Square Feet	Words		
				Numerals		

52	P-620-5.3	Temporary Paint, Yellow, Without Reflective Media	515 Square Feet	Words		
				Numerals		
53	D-701-5.3	24" Reinforced Concrete Pipe	182 Linear Feet	Words		
				Numerals		
54	D-701-5.4	24" Reinforced Concrete Pipe Flared End Section	2 Each	Words		
				Numerals		
55	D-705-5.1	4" Perforated Pipe for Underdrains	727 Linear Feet	Words		
				Numerals		
56	D-705-5.2	Underdrain Cleanouts	4 Each	Words		
				Numerals		
57	D-705-5.4	Direct Connection	4 Each	Words		
				Numerals		
58	L-108-5.1	1/C #8, L-824, Type C, 5kV Cable (In Unit Duct)	200 Linear Foot	Words		
				Numerals		

59	L-110-5.1	Install Split Duct HDPE	160 Linear Foot	Words		
				Numerals		
60	L-125-5.1	Taxiway Edge Reflector	18 Each	Words		
				Numerals		
61	L-125-5.2	Remove Existing Taxiway Edge Reflector	12 Each	Words		
				Numerals		
62	L-125-5.3	Remove Existing Elevated Runway Threshold Light	4 Each	Words		
				Numerals		
63	L-125-5.4	Install Relocated Elevated Runway Threshold Lights	4 Each	Words		
				Numerals		
64	L-125-5.5	Relocate Existing REIL	1 Lump Sum	Words		
				Numerals		

65	L-125-5.6	Relocate Existing Sign	1 Each	Words		
				Numerals		
66	L-125-5.7	Install Splice Can	2 Each	Words		
				Numerals		
67	T-901-5.1	Seeding	2.0 Acre	Words		
				Numerals		
68	T-905-5.1	Topsoil	1 Lump Sum	Words		
				Numerals		
69	T-908-5.1	Hydraulically Applied Mulching	2.0 Acre	Words		
				Numerals		
TOTAL ADDITIVE ALTERNATE NO. 2				Words		
				Numerals		

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TOTAL BASE BID + ADDITIVE ALTERNATE NO. 1	Words	
	Numerals	
TOTAL BASE BID + ADDITIVE ALTERNATE NO. 2	Words	
	Numerals	
TOTAL BASE BID + ADDITIVE ALTERNATE NO. 1 + ADDITIVE ALTERNATE NO.2	Words	
	Numerals	

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 **ninety (90)** 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, payment and performance bonds, and provide a Certificate of Insurance within thirty (30) days of the notice of award. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written “Notice to Proceed” as issued by the OWNER. The undersigned further agrees to complete the Project within **one hundred twenty six (126)** Calendar days from the commencement date specified in the Notice to Proceed if only the base bid is awarded and **one hundred twenty six (126)** Calendar days from the commencement date specified in the Notice to Proceed if Additive Alternate No. 1, Additive Alternate No.2 or both are awarded. In addition, the contractor shall have at least 30 calendar days after award of the contract before construction is started to allow for material submittals and acquisition.

Base Bid	126 Calendar Days
Base Bid + Additive Alternate No. 1	126 Calendar Days
Base Bid + Additive Alternate No. 2	126 Calendar Days
Base Bid + Additive Alternate No. 1 + Additive Alternate No.2	126 Calendar Days

- 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 **eight hundred and fifty dollars (\$850.00)** per Calendar day as a liquidated damage to the OWNER. Furthermore, the undersigned acknowledges and accepts that for each and every Calendar day each Phase remains incomplete beyond the authorized Contract Time, the Contractor shall pay as liquidated damages the non-penal amount per day listed in the below table.

Schedule	Liquidated Damages Cost	Awarded	Allowed Construction Time
Entire Project Duration	\$850 per calendar day	Base Bid Only	126 Calendar Days
Entire Project Duration	\$850 per calendar day	Base Bid + AA #1	126 Calendar Days
Entire Project Duration	\$850 per calendar day	Base Bid + AA #2	126 Calendar Days
Entire Project Duration	\$850 per calendar day	Base Bid + AA #1 + AA #2	126 Calendar Days
Phase 1B	\$850 per calendar day		10 Calendar Days
Phase 2B	\$850 per calendar day		10 Calendar Days
Phase 3	\$850 per calendar day		45 Calendar Days

- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **seven percent (7%)** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - 2. Has 50 or more employees.
 - 3. Is a prime contractor or first tier subcontractor.
 - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

i. The undersigned acknowledges receipt of the following addenda:

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

REPRESENTATIONS BY BIDDER

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

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

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part 20, Appendix A)

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

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

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

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

The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

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

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

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

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

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

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

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly and at place of manufacture.

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

- d) Detailed cost information for total project using US domestic product.
- e) Detailed cost information for total project using non-domestic product.

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

Date

Signature

Company Name

Title

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

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

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

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

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF \$50,000 (Local match in excess of \$5,000)
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

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

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

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

(Affiant Signature)

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

(Notary Public)

My commission expires:

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

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

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

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

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

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

Qualification of Bidder

See Section 20-02 of General Provisions – Submit with Bid

Name of proposed office Project Manager: _____

List three (3) projects of similar scope and size for Project Manager:

	Project Description	Contract Amount
1.	_____	_____
2.	_____	_____
3.	_____	_____

Name of proposed onsite Superintendent: _____

List three (3) projects of similar scope and size for Superintendent:

	Project Description	Contract Amount
1.	_____	_____
2.	_____	_____
3.	_____	_____

List proposed equipment for the following work items:

Item P-152 – Excavation, Subgrade, and Embankment

Item P-155 – Lime Treated Subgrade

Item P-209 – Crushed Aggregate Base Course

Item P-501 – Portland Cement Concrete Pavement

Item P-620 – Runway and Taxiway Painting

Item D-701 – Pipe for Storm Drains and Culverts

Other pertinent equipment

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.