

Addendum No. 01**Project Name: Airport Terminal Building****MoDOT Project No.: 25-051A-2****Project Location: Bowling Green Municipal Airport****Date: 04/09/2026**

The bid date and time is not changed by this Addendum and remains 4/16/2026 and 2:00 p.m. Local Time.

TO ALL BIDDERS: This addendum is issued to modify, clarify, or revise the Project Manual and drawings and is hereby made a part of the Contract Documents. Please attach this Addendum to the Project Manual in your possession. Bidders shall review changes to all portions of the work, as changes to one portion may affect the work of another.

PLANS

- The following plan sheets have been re-issued with the following changes:
 - **G0.01 – Sheet Index & Quantities**
 - Bid Item #45 – ‘SP-20 - Relocate Existing Electrical Service Lines’ has been added to the Estimate Quantities
 - **C1.01 – Existing Conditions**
 - The approximate location of the existing hangar and vault building service lines to be relocated has been added to the sheet
 - **C2.01 – Utility Plan**
 - The approximate location of the existing hangar and vault building service lines has been added to the sheet. The location of relocation for these service lines have been added, including location of boring of these lines under the existing taxiway.
 - The plan scale was revised to accurately reflect the indicated dimensions.
- The following sketches have been newly issued:
 - **SK1.01 – MEP Schematic Layout**

SPECIFICATIONS:

- The following specification have been re-issued as follows:
 - **Section 00100 – Notice To Bidders**
 - Item ‘Sp-20 – Relocate Existing Electrical Service Lines’ was added to the Contract Work Items.
 - **Proposal/Forms**
 - Bid Item #45 - ‘Sp-20 – Relocate Existing Electrical Service Lines’ was added to the proposal form.

ADDITIONAL CLARIFICATIONS:**MEP DRAWINGS**

There will not be MEP drawings. The MEP items are intended to be design/built by the contractor to the applicable building code standards and the project specifications. We will be providing additional details describing what the requirements are and the bases for the bid. Addendum #1 will include details related to underground service, number of outlets, GFCI, switches, proposed layout of electrical equipment and fixtures, minimum standards for HVAC, HVAC air supply and return, plumbing requirements

1. **Septic:** We have been working with Pike County on the septic system for the Airport Terminal Building. The contractor shall work with Pike County to obtain the septic permit needed for this project. To

obtain that permit the county will require a soil evaluation and for the system to be designed by a licensed engineer. This work will be the responsibility of the contractor.

For the purposes of having an equal basis for bidding, we have assumed that there is pour soils and that an advanced drip septic system will be required. We expect the system to include a 1000-gallon aeration septic tank, 500-gallon pump tank, 2000' of drip lines, 2 zones, and the associated equipment and pumps to operate the system. The septic design engineer will determine dosage, pressure, and other details of the system design.

- i. Is the intended septic drip system to be designed as a single-zone or multi-zone system? [2 Zones](#)
- ii. Is a separate pump/dosing tank required in addition to the septic tank, and if so, what is the required or anticipated minimum size? [500-gallon pump/dosing tank](#)
- iii. Is a pretreatment unit required ahead of the drip distribution field? [It is not anticipated to be needed](#)
- iv. Is a curtain drain, interceptor drain, or other drainage system required as part of the septic installation? [This is not anticipated](#)
- v. What basis of design should be used for pump discharge line length from the tank/pump location to the drip field? [It should be sized to meet the minimum standards of the specified system.](#)
- vi. Does the 2,000 LF minimum refer to total drip tubing length, or another field design requirement? [Total drip tubing length](#)
- vii. Are there required emitter spacing, lateral spacing, zoning, dosing, controls, panel, filtration, or alarm requirements to be used for bidding? [Much of this will be determined by the contractor's septic design engineer. We are not requiring anything beyond what has been stated as the minimum standards and those required by Pike County](#)
- viii. Is there a basis-of-design septic layout, soil evaluation, perc data, or prior septic design available for reference? [We are assuming pour soil conditions and that an advanced system will be needed. A soil evaluation and system design shall be completed by the contractor to receive the septic permit from Pike County.](#)
- ix. Please confirm whether the contractor is responsible for complete septic engineering, permitting, and approvals through the Pike County Health Department and all other applicable agencies as part of SP-16. [Yes, contractor shall complete those items](#)
- x. Please confirm whether any revisions to the shown septic area or layout limits will be issued by addendum. [We will show a revision that there is more area for the drain field](#)
- xi. Maximum amount of people at one time inside the proposed new terminal building to calculate a flow gpm? [We expect average daily users to NOT be greater than 49 persons per day in the future use of the terminal building.](#)
- xii. What pressure and run times? [This will be determined by the septic design engineer.](#)

METAL PANELS

Roof panel gauge - [24 gauge](#)

Board and batten panel gauge and finish - [24 gauge, stucco embossed finish](#)

FW-12 panel gauge, finish, grooving - 24 gauge, stucco embossed finish, without grooves
Non-vented and vented soffit panel gauge, finish, grooving - 12" coverage, 24 gauge, smooth finish, two grooves
(vented and non-vented as necessary)

Q: Will a Division 7 specification section be provided as part of the contract documents?

A: No Division 7 specifications will be furnished as part of this project. All insulation shall comply with applicable building codes, including but not limited to the International Building Code (IBC).

Q: Who will carry the builder's risk on the building

A: Responsibility of the contractor until the project is accepted by the owner

Q: Where will the Electric meter be located

A: Updated layout showing location of electrical meter, water meter and panel location will be provided.

Q: Will there be phasing for work that conflicts with the Runway or Taxiway?

A: The electrical lighting of the runway may be turned off during certain times of construction. A NOTAM will be posted to inform the pilots that the runway lights are off. It is assumed that electrical outages will be short. Assumed to bore under taxiway for electrical to allow for operations to not be affected.

Q: Will the Electrical panel have enough room for the powering the sump, electrical, extra spots of additional breakers

A: Design of the electrical system is the responsibility of the contractor. The Design should take into consideration all of the needs of the terminal building. The service will be 200 amp. Usage and demand of the building is pretty low. Assumed the 200amp service and panel will be sized accordingly to meet the needs of the terminal building.

Q: The plan scale for the utility plan does not correspond with the dimensions indicated for linear footage.

A: The plan scale has been corrected and is included in this addendum for reference.

Q: The specification sheets for the following bid items cannot be located:

Bid Item 21 – Spec No. 33 14 00-1, 6" D.I.P. Water Main

Bid Item 22 – Spec No. 33 14 00-2, Hydrant Assembly

Bid Item 23 – Spec No. 33 14 00-3, 16" x 6" Tapping Sleeve & Valve

Bid Item 24 – Spec No. 33 14 00-4, Water Service Line

Bid Item 25 – Spec No. 33 14 00-5, Water Service Valve & Valve Box

Clarification is requested regarding the material requirements for the domestic water service line. Specifically, is the water service line intended to be Copper, HDPE, or PVC?

A: The specifications are provided in the project manual. Specification Section 33 14 00, *Water Utility System*, begins on page 246 of the PDF.

Q: Please confirm whether gutters and downspouts are required for this building. If so, indicate the number and size of downspouts, the gutter size, and whether seamless gutters are required.

A: Gutters and downspouts shall be provided. Install 6-inch aluminum gutters along both low eaves. Seamless gutters are not required. Provide two open-face downspouts per gutter run (four total), with downspouts on the north side aligned with the building columns.

Q: The Contractor's selected steel casing boring subcontractor requires a bore pit approximately 35 feet long by 10 feet wide to accommodate equipment setup, with an adjacent crane for off-loading materials and machinery. These dimensions apply at the bottom of the bore pit and may increase toward the top depending on existing soil conditions.

The proposed bore length is approximately 80 linear feet to maintain clearance from the existing gas line. Shoring will be provided; however, the proposed bore pit location is immediately adjacent to the emergency helicopter pad.

Please clarify whether arrangements will be made to temporarily relocate the helicopter pad prior to commencement of boring operations, or if the bore alignment may be relocated to an alternate location.

A: The emergency helicopter parking pad will remain in place; however, access to the pad will be restricted as necessary during boring operations to accommodate the required work.

Q: Please confirm the testing and acceptance requirements applicable to the concrete paving specified under Section P-501 for the Bowling Green Municipal Airport – Construct Terminal Building project.

Based on our review of the contract documents, it appears that the concrete paving for parking lots and sidewalks is governed by Section P-501 and may be subject to testing and acceptance requirements separate from the building concrete special inspections. Clarification is requested on the following:

- **What specific testing is required under Section P-501 for parking lot and sidewalk paving?**
- **What is the required testing frequency?**
- **Who is responsible for retaining and paying for the testing required under Section P-501?**
- **Is testing under Section P-501 administered by the Resident Project Representative as part of the pavement acceptance process?**
- **Is the Contractor responsible for any coring, profilograph testing, survey verification, or other acceptance-related testing required under Section P-501?**

A: See Below:

- **What specific testing is required under Section P-501 for the parking lot and sidewalk paving? We will require a set of beams, a slump test, and air content test for each lot. If all of the parking lot is poured in 1 day, then the project will be 1 lot. If it takes more than 1 day, each day would be its own lot and require testing. We will not require testing on the sidewalk pavement if that is poured a separate day from the parking lot.**
- **What is the required testing frequency? Because of the small quantity, testing frequency will be once per day for parking lot paving**
- **Who is responsible for retaining and paying for the testing required under Section P-501? The contractor is required to retain and pay for testing. The FAA requires 2 independent testing firms, one contracted by the contractor, one contracted by the RPR.**
- **Is the P-501 testing to be administered by the Resident Project Representative as part of the pavement acceptance process? See previous answer**

- Please confirm whether the Contractor is responsible for any coring, profilograph testing, survey verification, or other acceptance-related testing under Section P-501. **No. Our RPR staff will field verify throughout the paving process. No other acceptance-related testing will be required.**

ATTACHEMENTS:

- Addendum #1 – Plan Sheets
 - G0.01 – Sheet Index & Quantities
 - C1.01 – Existing Conditions
 - C2.01 – Utility Plan
 - SK1.01 – MAP Schematic Layout
- Addendum #1 – Specifications
 - Section 00100 – Notice To Bidders (6 pages)
 - Proposal/Forms (21 pages)
- Pre-Bid Meeting Minutes (5 pages)

END OF ADDENDUM NO. 01

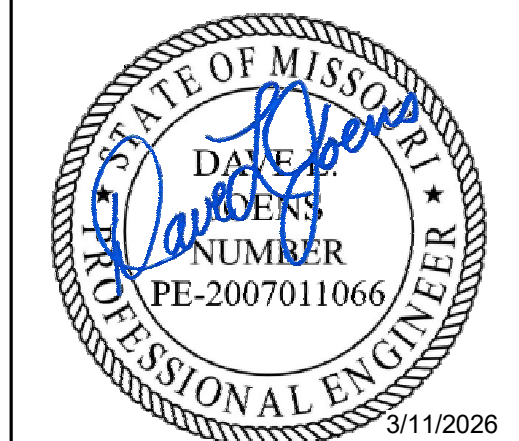
DRAWINGS INDEX	
SHEET NUMBER	SHEET NAME
GENERAL	
COVER	COVER SHEET
G0.01	SHEET INDEX & QUANTITIES
G0.02	GENERAL AIRPORT NOTES
G0.03	PROJECT LAYOUT & SURVEY CONTROL PLAN
G0.04	CONSTRUCTION SAFETY & PHASING PLAN
CIVIL	
C0.01	GENERAL LEGENDS AND ABBREVIATIONS
C1.01	EXISTING CONDITIONS
C2.01	UTILITY PLAN
C3.01	GRADING AND DRAINAGE PLAN
C4.01	PAVEMENT JOINTING PLAN
C4.02	TYPICAL SECTION & CONCRETE JOINTING DETAILS
C5.01	MARKING PLAN
ARCHITECTURAL	
A0.01	GENERAL NOTES
A0.02	CODE REVIEW
A0.03	LIFE SAFETY PLAN
A0.04	WALL ASSEMBLIES & LEGEND
A1.01	FLOOR AND ROOF PLANS
A2.01	FINISHES AND REFLECTED CEILING PLAN
A3.01	BUILDING ELEVATIONS
A4.01	BUILDING SECTIONS
A4.02	WALL SECTIONS
A4.03	WALL SECTIONS
A7.01	INTERIOR ELEVATIONS
A8.01	SCHEDULES AND DETAILS
A9.01	ACCESSORY SCHEDULES & MOUNTING HEIGHTS
STRUCTURAL	
S0.01	GENERAL NOTES
S0.02	GENERAL NOTES
S0.03	STRUCTURAL SCHEDULES
S1.01	FOUNDATION & SLAB PLANS
S1.02	FRAMING PLANS
S2.01	EXTERIOR BUILDING ELEVATIONS
S3.01	BUILDING SECTIONS
S5.01	FOUNDATION DETAILS
S5.02	FRAMING DETAILS
S5.03	ROOF DETAILS

ESTIAMTED QUANTITIES					
ITEM	SPEC NO.	ITEM DESCRIPTION	UNIT	QUANTITY	AS-BUILT
1	MO-100-1	MOBILIZATION (10% MAXIMUM OF CONSTRUCTION COST)	LS	1.00	
2	M-100-2	TRAFFIC CONTROL...	LS	1.00	
3	M-100-3	CONSTRUCTION STAKING	LS	1.00	
4	MO-152-1	CLASS A EXCAVATION	CY	200.00	
5	MO-152-2	12" SUBGRADE PREPARATION	SY	751.00	
6	MO-156-1	SILT FENCE...	LF	150.00	
7	MO-156-2	TEMPORARY SEEDING AND MULCHING	AC	0.10	
8	MO-209-1	6" CRUSHED AGGREGATE BASE COURSE...	SY	751.00	
9	P-209-1	SEPERATION GEOTEXTILE	SY	751.00	
10	P-501-1	6" PCC PAVEMENT (PARKING LOT AND SIDEWALK)	SY	681.00	
11	MO-601-1	ASPHALT REMOVAL	SY	90.00	
12	MO-601-2	GRAVEL REMOVAL	SY	53.00	
13	MO-601-3	SAW CUT	LF	12.00	
14	MO-620-1	PAVEMENT MARKING (WATERBORNE), WITHOUT BEADS	SF	70.00	
15	MO-620-2	PAVEMENT MARKING SYMBOL	EA	1.00	
16	MO-701-1	12-INCH RCP, CLASS V	LF	63.00	
17	MO-701-2	FLARED END SECTION, 12-INCH RCP, CLASS V	EA	2.00	
18	MO-901-1	SEEDING AND FERTILIZING	AC	0.10	
19	MO-905-1	TOPSOILING (STRIPPING, STOCKPILING, RE-SPREADING)	CY	75.00	
20	MO-908-1	MULCHING	AC	0.10	
21	33 14 00-1	6" DIP WATER MAIN	LF	82.00	
22	33 14 00-2	HYDRANT ASSEMBLY	EA	1.00	
23	33 14 00-3	16" X 6" TAPPING SLEEVE AND VALVE	EA	1.00	
24	33 14 00-4	WATER SERVICE LINE	LS	1.00	
25	33 14 00-5	WATER SERVICE VALVE AND VALVE BOX	EA	1.00	
26	SP-1	BUILDING AREA SITE PREPARATION	LS	1.00	
27	SP-2	EXCAVATION & BACKFILL FOR FOUNDATIONS	LS	1.00	
28	SP-3	CONCRETE FOUNDATIONS (FOOTINGS & STEM WALLS)	LS	1.00	
29	SP-4	INTERIOR SLAB-ON-GRADE	LS	1.00	
30	SP-5	FROST PROTECTED EXTERIOR STOOPS	EA	2.00	
31	SP-6	PRIMARY BUILDING STRUCTURE	LS	1.00	
32	SP-7	THERMAL & ACOUSTIC INSULATION	LS	2.00	
33	SP-8	EXTERIOR CLADDING & ROOFING FINISHES	LS	1.00	
34	SP-9	INTERIOR PARTITIONS & FINISHES	LS	1.00	
35	SP-10	DOORS, FRAMES, & WINDOWS	LS	1.00	
36	SP-11	ELECTRICAL SYSTEMS & FIXTURES	LS	1.00	
37	SP-12	PLUMBING SYSTEMS & FIXTURES	LS	1.00	
38	SP-13	MECHANICAL SYSTEMS	LS	1.00	
39	SP-14	ELECTRICAL SERVICE INSTALLATION TO TERMINAL	LS	1.00	
40	SP-15	GAS SERVICE INSTALLATION TO TERMINAL	LS	1.00	
41	SP-16	SEPTIC SEWER SYSTEM	LS	1.00	
42	SP-17	CONCRETE PARKING STOP	EA	9.00	
43	SP-18	VAN ACCESIBLE HANDICAP SIGN, MOUNTED ON TERMINAL	EA	1.00	
44	SP-19	REMOVE, SALVAGE AND RE-INSTALL SIGN	EA	2.00	
45	SP-20	RELOCATE EXISTING ELECTRICAL SERVICE LINES	LS	1.00	



NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans or Specifications.

MISSOURI CERTIFICATE OF AUTHORITY
NO. E-200602353
EXPIRES: DECEMBER 31, 2027



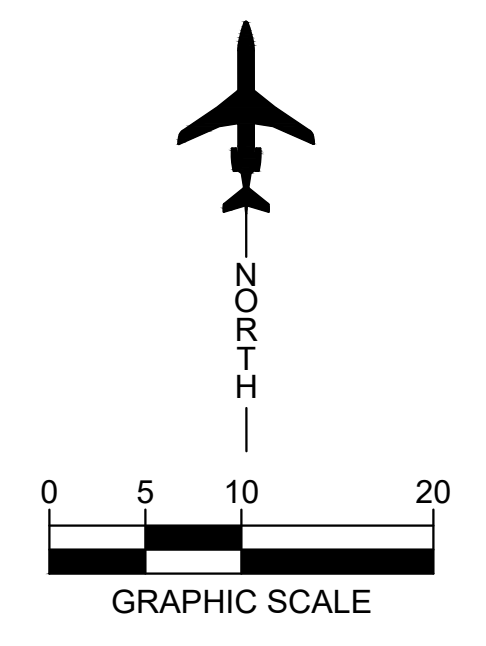
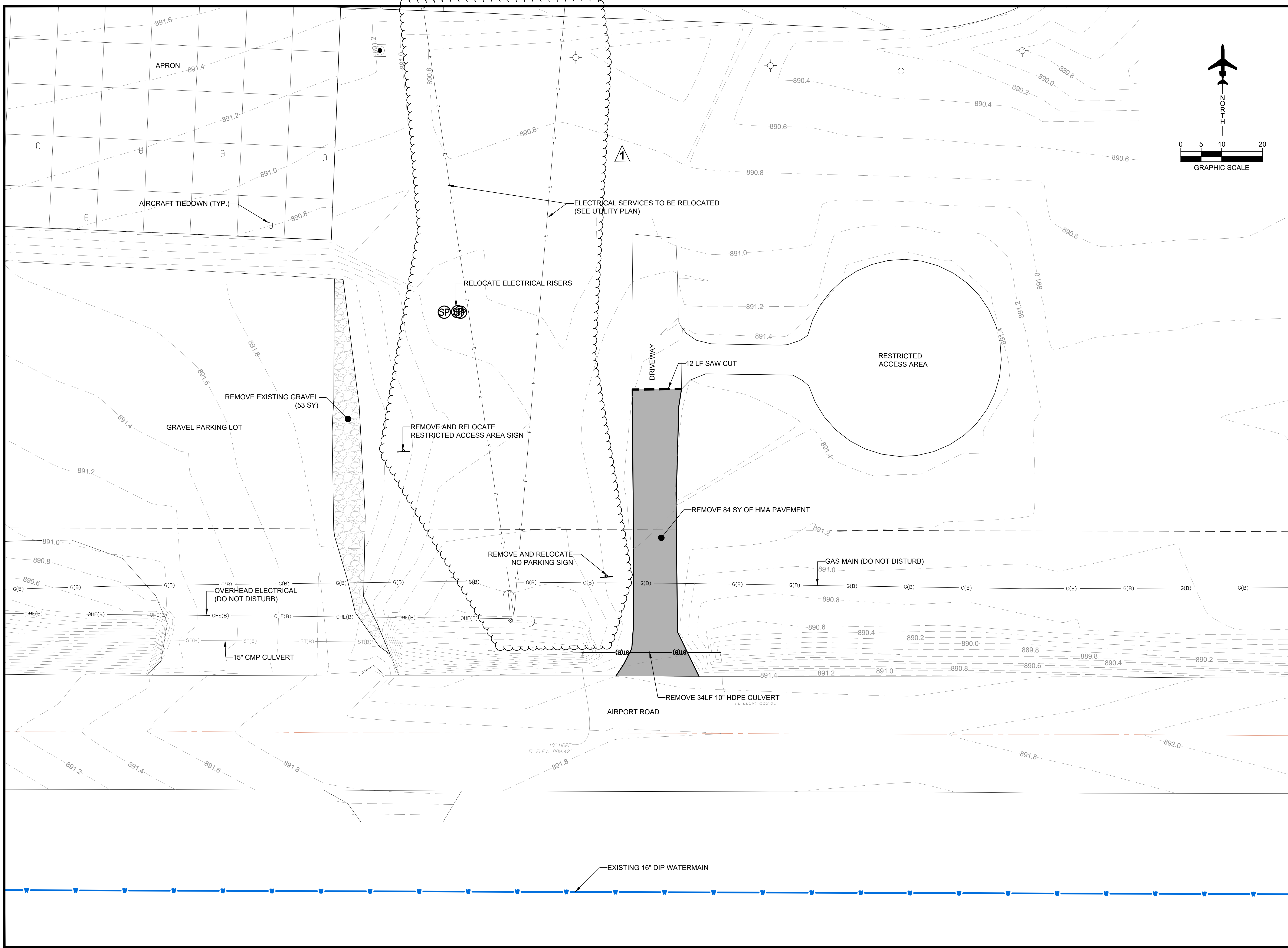
DAVE L. JOENS
2007011066
EXP. 12/31/2027

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MISSOURI.

No.	Description	Date
1	ADDENDUM #1	04/08/2026

PROJECT NUMBER 2024001556-000	SET ISSUE DATE 03/11/2026
ENGINEER MMB	DRAWN BY MMB
CHECKED BY DLJ	

BOWLING GREEN MUNICIPAL AIRPORT
 CONSTRUCT TERMINAL BUILDING
 MODOT PROJECT NUMBER: 25-051A-2
 SHEET INDEX & QUANTITIES
Autodesk Docs://2024001556-000 - H19 - Airport Terminal/2024001556-000 - H19 - Airport Terminal_R23.rvt



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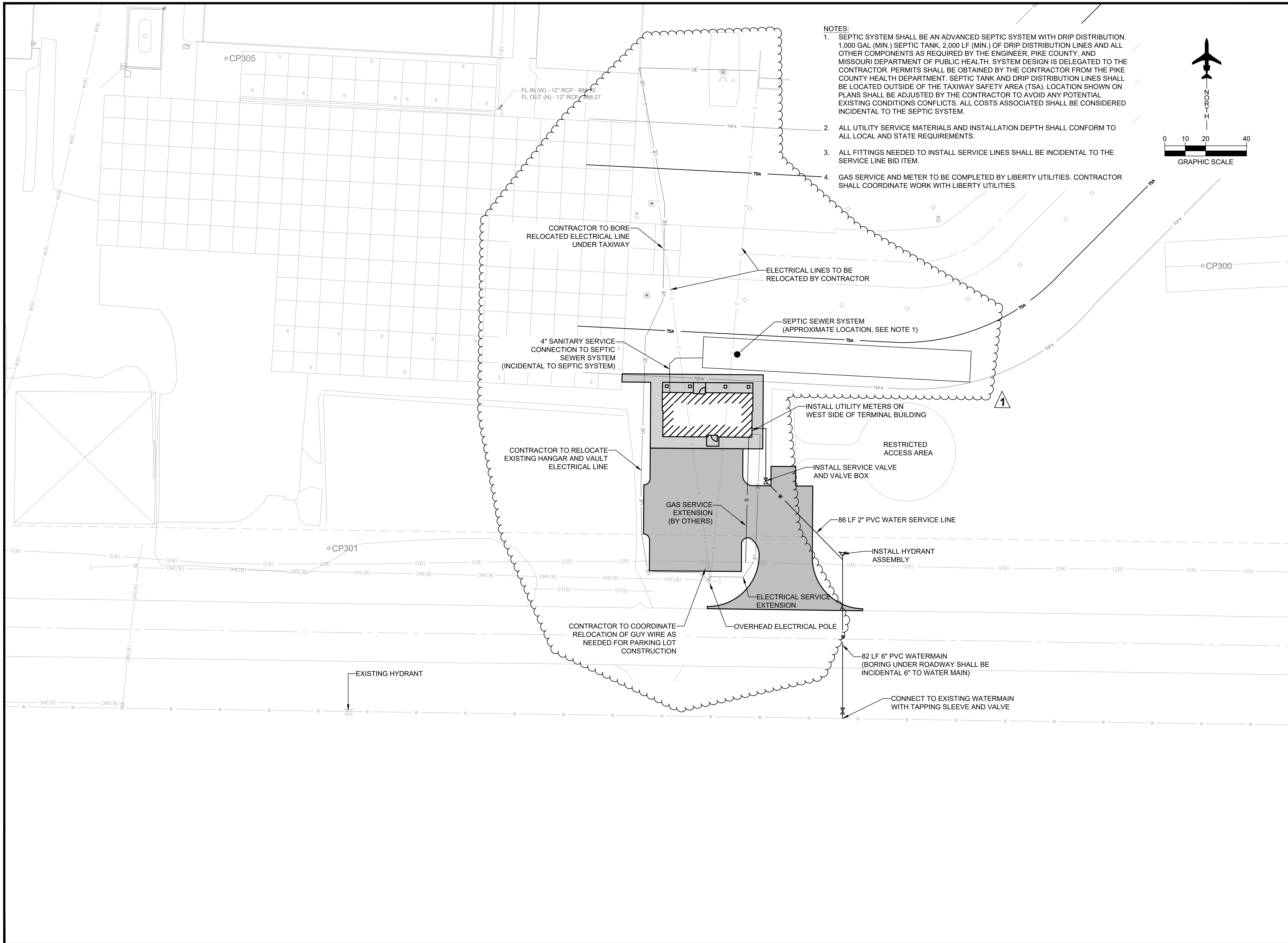
REVISIONS

ADDENDUM #1	4/8/2026

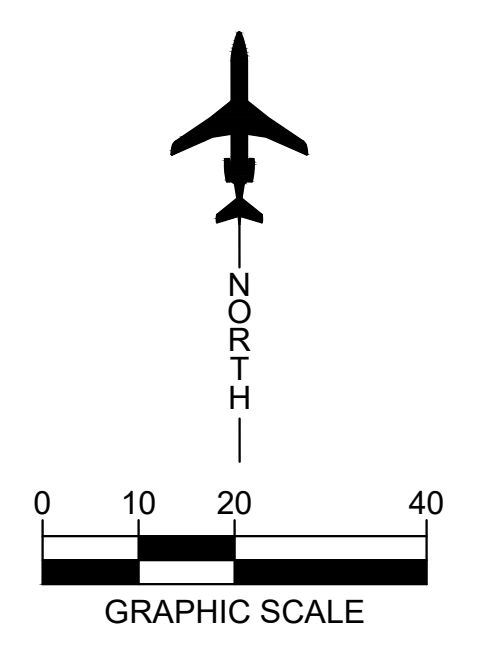
ENGINEER: DLJ DRAWN BY: DJM CHECKED BY: DLJ

**BOWLING GREEN MUNICIPAL AIRPORT
 CONSTRUCT AIRPORT TERMINAL AND PARKING LOT
 MISSOURI DOT PROJECT #25-051A-2
 EXISTING CONDITIONS**

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- NOTES:**
1. SEPTIC SYSTEM SHALL BE AN ADVANCED SEPTIC SYSTEM WITH DRIP DISTRIBUTION, 1,000 GAL (MIN.) SEPTIC TANK, 2,000 LF (MIN.) OF DRIP DISTRIBUTION LINES AND ALL OTHER COMPONENTS AS REQUIRED BY THE ENGINEER, PIKE COUNTY, AND MISSOURI DEPARTMENT OF PUBLIC HEALTH. SYSTEM DESIGN IS DELEGATED TO THE CONTRACTOR. PERMITS SHALL BE OBTAINED BY THE CONTRACTOR FROM THE PIKE COUNTY HEALTH DEPARTMENT. SEPTIC TANK AND DRIP DISTRIBUTION LINES SHALL BE LOCATED OUTSIDE OF THE TAXIWAY SAFETY AREA (TSA). LOCATION SHOWN ON PLANS SHALL BE ADJUSTED BY THE CONTRACTOR TO AVOID ANY POTENTIAL EXISTING CONDITIONS CONFLICTS. ALL COSTS ASSOCIATED SHALL BE CONSIDERED INCIDENTAL TO THE SEPTIC SYSTEM.
 2. ALL UTILITY SERVICE MATERIALS AND INSTALLATION DEPTH SHALL CONFORM TO ALL LOCAL AND STATE REQUIREMENTS.
 3. ALL FITTINGS NEEDED TO INSTALL SERVICE LINES SHALL BE INCIDENTAL TO THE SERVICE LINE BID ITEM.
 4. GAS SERVICE AND METER TO BE COMPLETED BY LIBERTY UTILITIES. CONTRACTOR SHALL COORDINATE WORK WITH LIBERTY UTILITIES.



NOTICE:
 McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

David Jones
 PROFESSIONAL ENGINEER

REVISIONS

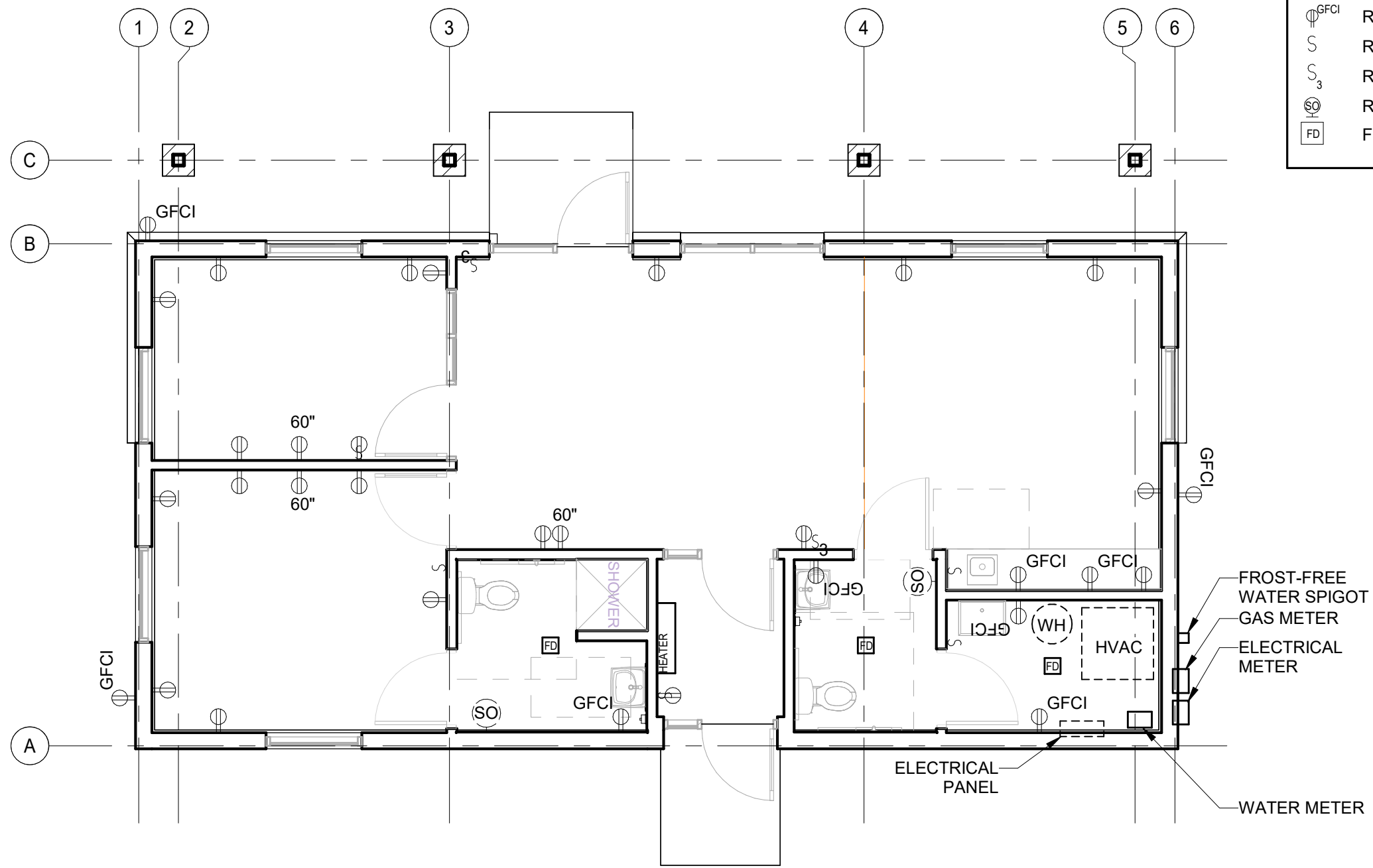
ADDENDUM #1	4/8/2026

ENGINEER: DLJ DRAWN BY: DJM CHECKED BY: DLJ

**BOWLING GREEN MUNICIPAL AIRPORT
 CONSTRUCT AIRPORT TERMINAL AND PARKING LOT
 MISSOURI DOT PROJECT #25-051A-2
 UTILITY PLAN**

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MEP - SYMBOLS	
	RECEPTACLE - OUTLET
	RECEPTACLE - GFCI OUTLET
	RECEPTACLE - SINGLE POLE SWITCH
	RECEPTACLE - THREE WAY SWITCH
	RECEPTACLE - OCCUPANCY SWITCH
	FLOOR DRAIN

MEP SCHEMATIC LAYOUT

**LAYOUT PROVIDED FOR
REFERENCE ONLY**

1535 SW Market St, Suite 200
Ankeny, IA 50023

MCCLURE

MISSOURI CERTIFICATE OF
AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2027

CONSTRUCT TERMINAL BUILDING BOWLING GREEN MUNICIPAL AIRPORT		MODOT PROJECT NUMBER: 25-051A-2
DATE	SCALE	FIELD BOOK
04/06/2026	MMB APPROVED	AT REFERENCE DRAWING
DRAWN		A1.01

PROJECT NO. 2024001556-000
ISSUED FOR BID
SK1.01

Addendum #1
SECTION 1
NOTICE TO BIDDERS

**BOWLING GREEN MUNICIPAL AIRPORT
CONSTRUCT TERMINAL BUILDING
BOWLING GREEN, MISSOURI**

MODOT PROJECT NO. 25-051A-2

Sealed bids subject to the conditions and provisions presented herein will be received until **2:00 p.m., April 16, 2026**, and then publicly opened and read at **16 West Church Street, Bowling Green, MO 63334**, for furnishing all labor, materials, equipment and performing all work necessary to **Construct Terminal Building**.

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

City Hall, 16 West Church Street, Bowling Green, MO 63334

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Questions on the Bid Documents from general contractors and sub-contractors will be answered by the Consulting Engineer. All questions must be submitted in writing to Adam Thompson of the consulting engineer via e-mail at athompson@mcclurevision.com. Any explanation or interpretation made will be in the form of a written response by Addendum issued by the Consulting Engineer and furnished to all Bidders identified as plan holders of record. No requests for alternate or "equivalent" products will be considered prior to Bid Opening.

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

SPEC NO.	ITEM DESCRIPTION	UNIT	QUANTITY
MO-100-1	MOBILIZATION (10% MAXIMUM OF CONSTRUCTION COST)	LS	1.00
M-100-2	TRAFFIC CONTROL	LS	1.00
M-100-3	CONSTRUCTION STAKING	LS	1.00
MO-152-1	CLASS A EXCAVATION	CY	200.00
MO-152-2	12" SUBGRADE PREPARATION	SY	751.00
MO-156-1	SILT FENCE	LF	150.00
MO-156-2	TEMPORARY SEEDING AND MULCHING	AC	0.10
MO-209-1	6" CRUSHED AGGREGATE BASE COURSE	SY	751.00
P-209-1	SEPERATION GEOTEXTILE	SY	751.00
P-501-1	6" PCC PAVEMENT (PARKING LOT AND SIDEWALK)	SY	681.00
MO-601-1	ASPHALT REMOVAL	SY	90.00
MO-601-2	GRAVEL REMOVAL	SY	53.00
M0-601-3	SAW CUT	LF	12.00
MO-620-1	PAVEMENT MARKING (WATERBORNE), WITHOUT BEADS	SF	70.00
MO-620-2	PAVEMENT MARKING SYMBOL	EA	1.00
MO-701-1	12-INCH RCP, CLASS V	LF	63.00

SPEC NO.	ITEM DESCRIPTION	UNIT	QUANTITY
MO-701-2	FLARED END SECTION, 12-INCH RCP, CLASS V	EA	2.00
MO-901-1	SEEDING AND FERTILIZING	AC	0.10
MO-905-1	TOPSOILING (STRIPPING, STOCKPILING, RE-SPREADING)	CY	75.00
MO-908-1	MULCHING	AC	0.10
33 14 00-1	6" DIP WATER MAIN	LF	82.00
33 14 00-2	HYDRANT ASSEMBLY	EA	1.00
33 14 00-3	16" X 6" TAPPING SLEEVE AND VALVE	EA	1.00
33 14 00-4	WATER SERVICE LINE	LS	1.00
33 14 00-5	WATER SERVICE VALVE AND VALVE BOX	EA	1.00
SP-1	BUILDING AREA SITE PREPARATION	LS	1.00
SP-2	EXCAVATION & BACKFILL FOR FOUNDATIONS	LS	1.00
SP-3	CONCRETE FOUNDATIONS (FOOTINGS & STEM WALLS)	LS	1.00
SP-4	INTERIOR SLAB-ON-GRADE	LS	1.00
SP-5	FROST PROTECTED EXTERIOR STOOPS	EA	2.00
SP-6	PRIMARY BUILDING STRUCTURE	LS	1.00
SP-7	THERMAL & ACOUSTIC INSULATION	LS	1.00
SP-8	EXTERIOR CLADDING & ROOFING FINISHES	LS	1.00
SP-9	INTERIOR PARTITIONS & FINISHES	LS	1.00
SP-10	DOORS, FRAMES, & WINDOWS	LS	1.00
SP-11	ELECTRICAL SYSTEMS & FIXTURES	LS	1.00
SP-12	PLUMBING SYSTEMS & FIXTURES	LS	1.00
SP-13	MECHANICAL SYSTEMS	LS	1.00
SP-14	ELECTRICAL SERVICE INSTALLATION TO TERMINAL	LS	1.00
SP-15	GAS SERVICE INSTALLATION TO TERMINAL	LS	1.00
SP-16	SEPTIC SEWER SYSTEM	LS	1.00
SP-17	CONCRETE PARKING STOP	EA	9.00
SP-18	VAN ACCESIBLE HANDICAP SIGN, MOUNTED ON TERMINAL	EA	1.00
SP-19	REMOVE, SALVAGE AND RE-INSTALL SIGN	EA	2.00
SP-20	RELOCATE EXISTING ELECTRICAL SERVICE LINES	LS	1.00

Contract Time. The owner has established a contract performance time of **190** calendar days from the date of the Notice-to-Proceed (NTP). NTP will be issued after all materials have been procured by the Contractor. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed in the project manual.

Bid Security. No bid will be considered unless accompanied by a certified check or cashier's check on any bank or trust company insured by the Federal Deposit Insurance Corporation, payable to city of **Bowling Green, Missouri**, for not less than five (5) percent of the total amount of the bid, or by a bid bond secured by an approved surety or sureties, payable to the owner, for not less than five (5) percent of the total amount of the bid.

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

Prequalification. Sec 102.2 of the Missouri Standard Specifications for Highway Construction is waived for this project.

Award of Contract. All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the city of **Bowling Green, Missouri** for a period not to exceed **ninety (90)** from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. If more than one base bid is listed in the Proposal Form, the bidder may bid on

Base Bid No. 1 and/or Base Bid No. 2. The owner reserves the right to select any one of the combinations of the base bid(s) and alternate bid(s), which in the judgment of the owner, best serves the owner's interest. The right is reserved, as the city of **Bowling Green, Missouri** may require, to reject any bid and all bids.

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

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

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

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

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

Timetables

Goals for minority participation for each trade: **3.1 %**.
Goals for female participation in each trade: **6.9%**.

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

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

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

1. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **BOWLING GREEN, PIKE COUNTY, MISSOURI**.

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

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

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

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

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

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

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

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

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

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

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

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

Additional Provisions:

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

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

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Addendum #1
PROPOSAL FORM

BOWLING GREEN, MISSOURI

MODOT PROJECT NO. 25-051A-2

TO: City Manager

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

CONSTRUCT TERMINAL BUILDING:

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:

Base Bid:

Bid Item	Faa Or MoDOT Spec.	Item Description	Quantity	Unit	Unit Price		Extension	
					Dollars	Cents	Dollars	Cents
1	MO-100-1	MOBILIZATION (10% MAXIMUM OF CONSTRUCTION COST)	1.00	LS	\$		\$	
2	M-100-2	TRAFFIC CONTROL	1.00	LS	\$		\$	
3	M-100-3	CONSTRUCTION STAKING	1.00	LS	\$		\$	
4	MO-152-1	CLASS A EXCAVATION	200.00	CY	\$		\$	
5	MO-152-2	12" SUBGRADE PREPARATION	751.00	SY	\$		\$	
6	MO-156-1	SILT FENCE	150.00	LF	\$		\$	
7	MO-156-2	TEMPORARY SEEDING AND MULCHING	0.10	AC	\$		\$	
8	MO-209-1	6" CRUSHED AGGREGATE BASE COURSE	751.00	SY	\$		\$	
9	P-209-1	SEPARATION GEOTEXTILE	751.00	SY	\$		\$	
10	P-501-1	6" PCC PAVEMENT (PARKING LOT AND SIDEWALK)	681.00	SY	\$		\$	
11	MO-601-1	ASPHALT REMOVAL	90.00	SY	\$		\$	
12	MO-601-2	GRAVEL REMOVAL	53.00	SY	\$		\$	
13	M0-601-3	SAW CUT	12.00	LF	\$		\$	
14	MO-620-1	PAVEMENT MARKING (WATERBORNE), WITHOUT BEADS	70.00	SF	\$		\$	
15	MO-620-2	PAVEMENT MARKING SYMBOL	1.00	EA	\$		\$	
16	MO-701-1	12-INCH RCP, CLASS V	63.00	LF	\$		\$	
17	MO-701-2	FLARED END SECTION, 12-INCH RCP, CLASS V	2.00	EA	\$		\$	
18	MO-901-1	SEEDING AND FERTILIZING	0.10	AC	\$		\$	
19	MO-905-1	TOPSOILING (STRIPPING, STOCKPILING, RE-SPREADING)	75.00	CY	\$		\$	
20	MO-908-1	MULCHING	0.10	AC	\$		\$	
21	33 14 00-1	6" DIP WATER MAIN	82.00	LF	\$		\$	
22	33 14 00-2	HYDRANT ASSEMBLY	1.00	EA	\$		\$	

Bid Item	Faa Or MoDOT Spec.	Item Description	Quantity	Unit	Unit Price		Extension	
					Dollars	Cents	Dollars	Cents
23	33 14 00-3	16" X 6" TAPPING SLEEVE AND VALVE	1.00	EA	\$		\$	
24	33 14 00-4	WATER SERVICE LINE	1.00	LS	\$		\$	
25	33 14 00-5	WATER SERVICE VALVE AND VALVE BOX	1.00	EA	\$		\$	
26	SP-1	BUILDING AREA SITE PREPARATION	1.00	LS	\$		\$	
27	SP-2	EXCAVATION & BACKFILL FOR FOUNDATIONS	1.00	LS	\$		\$	
28	SP-3	CONCRETE FOUNDATIONS (FOOTINGS & STEM WALLS)	1.00	LS	\$		\$	
29	SP-4	INTERIOR SLAB-ON-GRADE	1.00	LS	\$		\$	
30	SP-5	FROST PROTECTED EXTERIOR STOOPS	2.00	EA	\$		\$	
31	SP-6	PRIMARY BUILDING STRUCTURE	1.00	LS	\$		\$	
32	SP-7	THERMAL & ACOUSTIC INSULATION	1.00	LS	\$		\$	
33	SP-8	EXTERIOR CLADDING & ROOFING FINISHES	1.00	LS	\$		\$	
34	SP-9	INTERIOR PARTITIONS & FINISHES	1.00	LS	\$		\$	
35	SP-10	DOORS, FRAMES, & WINDOWS	1.00	LS	\$		\$	
36	SP-11	ELECTRICAL SYSTEMS & FIXTURES	1.00	LS	\$		\$	
37	SP-12	PLUMBING SYSTEMS & FIXTURES	1.00	LS	\$		\$	
38	SP-13	MECHANICAL SYSTEMS	1.00	LS	\$		\$	
39	SP-14	ELECTRICAL SERVICE INSTALLATION TO TERMINAL	1.00	LS	\$		\$	
40	SP-15	GAS SERVICE INSTALLATION TO TERMINAL	1.00	LS	\$		\$	
41	SP-16	SEPTIC SEWER SYSTEM	1.00	LS	\$		\$	
42	SP-17	CONCRETE PARKING STOP	9.00	EA	\$		\$	
43	SP-18	VAN ACCESSIBLE HANDICAP SIGN, MOUNTED ON TERMINAL	1.00	EA	\$		\$	
44	SP-19	REMOVE, SALVAGE AND RE-INSTALL SIGN	2.00	EA	\$		\$	
45	SP-20	RELOCATE EXISTING ELECTRICAL SERVICE LINES	1.00	LS	\$		\$	

Total Base Bid in Words: _____

Total Base Bid: \$ _____

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 within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) 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 within **250** Calendar days from the commencement date specified in the Notice to Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$400.00** per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **zero-percent (0%)** 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

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

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

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. **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://www.sam.gov>;
2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment and Suspension, above;
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.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility
(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 its proposal. The bidder or offeror must indicate how it intends 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 U.S. domestic products.
3. 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 that may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To furnish U.S. domestic product for any waiver request that the FAA rejects.
 5. 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 components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

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

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

- a) Detailed cost information for total project using U.S. domestic product.

b) 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

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;
- 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 U.S. domestic product.
3. To furnish U.S. 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 U.S. domestic products at or above the approved U.S. 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% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- 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 U.S. 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 U.S. 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.

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.)

**THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
IN THE ORIGINAL BOUND PROJECT MANUAL.**

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.

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

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Bowling Green, 16 West Church Street, Bowling Green, MO 63334**, 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:

CONSTRUCT TERMINAL BUILDING

BOWLING GREEN MUNICIPAL AIRPORT, MISSOURI

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:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

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

WITNESS

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

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Corporate Seal)

Name and Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

ATTEST:

Date: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____

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

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Bowling Green, 16 West Church Street, Bowling Green, MO 63334**, 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:

CONSTRUCT TERMINAL BUILDING

BOWLING GREEN MUNICIPAL AIRPORT, MISSOURI

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.
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.

WITNESS

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

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: Corporate Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Affix Corporate Seal)

SURETY:

ATTEST: Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST: Date: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Affix Seal)

**FORM OF
CONTRACT AGREEMENT**

BOWLING GREEN, MISSOURI

MODOT PROJECT NO. 25-051A-2

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

BY AND BETWEEN

the OWNER:

Name: **CITY OF BOWLING GREEN, MISSOURI**

Address: **16 WEST CHURCH STREET**

City/State/Zip Code: **BOWLING GREEN, MO 63334**

And the CONTRACTOR:

Name: _____

Address: _____

City/State/Zip Code: _____

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **BOWLING GREEN MUNICIPAL AIRPORT** generally described as follows;

CONSTRUCT TERMINAL BUILDING.

hereinafter referred to as the Project.

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

Article 1 – Work

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

Article 2 – Contract Documents

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

Article 3 – Contract Price

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

\$ _____ (\$ _____)
(Amount in Written Words) (Amount in Numerals)

subject to the following;

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

Article 4 – Payment

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

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

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

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **250 Calendar Days** of the commencement date stated within the Notice to Proceed.

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

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$400.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

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

Article 7 – CONTRACTOR'S Representations

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

Article 8 – CONTRACTOR’S Certifications

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

a. Certification of Eligibility (29 CFR Part 5.5)

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

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

The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and 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 in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. 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. Sec 102.2 of the Missouri Standard Specifications for Highway Construction is waived for this project.

Article 9 – Miscellaneous

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

Article 10 – OWNER’S Representative

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

**McCLURE
1700 SWIFT STREET, SUITE 100
NORTH KANSAS CITY, MO 64116**

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

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

OWNER

CONTRACTOR

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

By: _____

Signature

Signature

Title of Representative

Title of Representative

ATTEST:

ATTEST

By: _____

By: _____

Signature

Signature

Title

Title

Bowling Green Municipal Airport Airport Terminal Building Meeting Minutes

Pre-Bid Meeting

Location: Teleconference

Date: April 2, 2026

Time: 2:00pm – 2:30pm

1. INTRODUCTIONS

- A. Owner: City of Bowling Green, Mo
 - Linda Luebrecht, City Administrator
- B. Engineer: McClure
 - Adam Thompson, athompson@mcclurevision.com
 - Mikayla Broekemeier
 - Devin Mashek
- C. Architect: Vantage
 - Dan Rice
- D. Purpose of this meeting is to discuss project plans, specifications and contract documents and answer any questions related to the project.

2. PROJECT DESCRIPTION

Construct Airport Terminal Building

- A. Terminal Building
- B. Parking Lot
- C. Utilities

3. PROJECT SCHEDULE

- A. Sealed Bids Due: **2:00 p.m. on the 16th day of April 2026.**
- B. Last day for questions: **Monday, 13th day of April 2026.**
- C. Answers due to bidders: **Tuesday, 14th day of April 2026.**
- D. It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsive and responsible bidder that proposal contains the lowest Base Bid.

Estimated Construction Schedule (Summer - Fall 2026)

SCHEDULE				
WORK PHASE	WORK	ANTICIPATED START DATE	CALENDAR DAYS	LIQUIDATED DAMAGES
PHASE 1*	CONSTRUCT TERMINAL BUILDING AND PARKING LOT	JULY 1, 2026	160 DAYS	\$400 / CALENDAR DAY
CLOSEOUT	FINAL INSPECTION & PUNCHLIST	30 CALENDAR DAYS	30 CALENDAR DAYS	\$250 / CALENDAR DAY
*START DATE IS TENTATIVE AND MAY BE ADJUSTED DEPENDENT ON MATERIAL/COMPONENT LEAD TIMES. CONTRACT TIME WILL NOT START UNTIL ALL MATERIALS ARE PROCURED AND NOTICE-TO-PROCEED HAS BEEN ISSUED TO THE CONTRACTOR BY THE SPONSOR.				

4. BID REQUIREMENTS

- A. Include the Following:
 - 1. Bid bond (5% of total)
 - 2. Acknowledgement of Addenda
 - 3. Signed Proposal Form

5. CONSTRUCTION PROJECT SAFETY

- A. *Safety is the number one concern.***
- B. Review Safety and Phasing Plan
- C. Traffic control devices shall be installed in accordance with G0.04.
- D. Construction height equipment information will have to be submitted to FAA prior to beginning the project. McClure will contact successful bidder after bid opening to get information on proposed equipment that will be more than 20' in height. McClure will submit OE/AAA case to the FAA for review.
- E. Access to construction site is depicted on sheet G0.04
 - 1. Access through Airport Road
- F. One (1) Air to Ground Radio monitoring Airport's CTAF 122.800 MHZ to be supplied by contractor.
- G. Equipment & vehicles are either lighted with beacons or orange/white checkered flags.
 - 1. See FAA AC 150/5370 & 150/5210-5
 - 2. Yellow flashing light
 - 3. International orange and white checkered flag (3' by 3')

6. ACCESS AND SAFETY

- A. At no time shall the contractor enter the designated runway safety area.
- B. Prevent unauthorized entry into construction area.
- C. Clean and organized staging area.
- D. Coordinate access with Owner.
- E. Coordinate material stock piling with Owner and Engineer.

7. ENGINEERING SERVICES DURING CONSTRUCTION

- A. Resident Project Representative Services provided by McClure
- B. Quality Assurance (QA) material testing provided by City of Bowling Green.
- C. Quality Control (QC) material testing provided by Contractor.

8. PERMITS AND FEES

- A. All utility usage including water and electric will be at the expense of the Contractor
- B. Coordinate with the City for temporary meters
- C. All disposal shall be in accordance with local laws and regulations
- D. All permits through public works are free of charge

9. ADMINISTRATIVE REQUIREMENTS

- A. Submittals
 - 1. Contractor shall Review, comment on, and complete field verifications of submittals prior to forwarding them to Engineer for review.
 - 2. Incomplete, unclear, and submittals not bearing review stamp of the Contractor will be returned for resubmission.
 - 3. Submittal Format:

- a. Submittals shall be submitted electronically via email. No physical copies.
 - b. Submit electronic copies of submittals to McClure
 - c. Cover sheet with contractor's stamp/letterhead
- B. Closeout Requirements (See Section 90-11 in the Specifications)
- 1. Final Inspection
 - 2. Address Punchlist items
 - 3. Final cleanup of site
 - 4. Release of claims for labor and material
 - 5. Record drawings
 - 6. Warranties and Bonds

10. MISCELLANEOUS

- A. Protection of Existing
- 1. Protect existing electrical equipment, utilities, roads and airfield pavements from damage.
 - 2. Repair resulting damage per own expense to satisfaction of Owner/Engineer.

11. SITE VISIT

- A. If a prospective bidder wishes to visit the site, please coordinate with the Owner.

12. **ADDITIONAL ITEM** – Relocate existing underground electrical service to the airport vault building and hangar building. Current service goes from the overhead electrical pole, underground through the terminal building site and connects to the facilities to the north. A bid item will be added to the project to move these service lines to the west of the terminal building.

13. CURRENT QUESTIONS RECEIVED

1. MEP DRAWINGS: There will not be MEP drawings. The MEP items are intended to be design/built by the contractor to the applicable building code standards and the project specifications. We will be providing additional details describing what the requirements are and the bases for the bid. Addendum #1 will include details related to underground service, number of outlets, GFCI, switches, proposed layout of electrical equipment and fixtures, minimum standards for HVAC, HVAC air supply and return, plumbing requirements
2. Septic: We have been working with Pike County on the septic system for the Airport Terminal Building. The contractor shall work with Pike County to obtain the septic permit needed for this project. To obtain that permit the county will require a soil evaluation and for the system to be designed by a licensed engineer. This work will be the responsibility of the contractor.

For the purposes of having an equal basis for bidding, we have assumed that there is poor soils and that an advanced drip septic system will be required. We expect the system to include a 1000-gallon aeration septic tank, 500-gallon pump tank, 2000' of drip lines, 2 zones, and the associated equipment and pumps to operate the system. The septic design engineer will determine dosage, pressure, and other details of the system design.

- i. Is the intended septic drip system to be designed as a single-zone or multi-zone system? 2 Zones
- ii. Is a separate pump/dosing tank required in addition to the septic tank, and if so, what is the required or anticipated minimum size? 500-gallon pump/dosing tank
- iii. Is a pretreatment unit required ahead of the drip distribution field? It is not anticipated to be needed
- iv. Is a curtain drain, interceptor drain, or other drainage system required as part of the septic installation? This is not anticipated

- v. What basis of design should be used for pump discharge line length from the tank/pump location to the drip field? It should be sized to meet the minimum standards of the specified system.
- vi. Does the 2,000 LF minimum refer to total drip tubing length, or another field design requirement? Total drip tubing length
- vii. Are there required emitter spacing, lateral spacing, zoning, dosing, controls, panel, filtration, or alarm requirements to be used for bidding? Much of this will be determined by the contractors septic design engineer. We are not requiring anything beyond what has been stated as the minimum standards and those required by Pike County
- viii. Is there a basis-of-design septic layout, soil evaluation, perc data, or prior septic design available for reference? We are assuming pour soil conditions and that an advanced system will be needed. A soil evaluation and system design shall be completed by the contractor to receive the septic permit from Pike County.
- ix. Please confirm whether the contractor is responsible for complete septic engineering, permitting, and approvals through the Pike County Health Department and all other applicable agencies as part of SP-16. Yes, contractor shall complete those items
- x. Please confirm whether any revisions to the shown septic area or layout limits will be issued by addendum. We will show a revision that there is more area for the drain field
- xi. Maximum amount of people at one time inside the proposed new terminal building to calculate a flow gpm? We expect average daily users to NOT be greater than 49 persons per day in the future use of the terminal building.
- xii. What pressure and run times? This will be determined by the septic design engineer.

3. Metal Panels

- i. Roof panel gauge
24 gauge
- ii. Board and batten panel gauge and finish
24 gauge, stucco embossed finish
- iii. FW-12 panel gauge, finish, grooving
24 gauge, stucco embossed finish, without grooves
- iv. Non-vented and vented soffit panel gauge, finish, grooving
12" coverage, 24 gauge, smooth finish, two grooves (vented and non-vented as necessary)

14. QUESTIONS

Q: Who will carry the builder's risk on the building

A: Responsibility of the contractor until the project is accepted by the owner

Q: Where will the Electric meter be located

A: Updated layout showing location of electrical meter, water meter and panel location will be provided.

Q: Will there be phasing for work that conflicts with the Runway or Taxiway?

A: The electrical lighting of the runway may be turned off during certain times of construction. A NOTAM will be posted to inform the pilots that the runway lights are off. It is assumed that electrical outages will be short. Assumed to bore under taxiway for electrical to allow for operations to not be affected

Q: Will the Electrical panel have enough room for the powering the sump, electrical, extra spots of additional breakers

A: Design of the electrical system is the responsibility of the contractor. The Design should take into consideration all of the needs of the terminal building. The service will be 200 amp. Usage and demand of the building is pretty low. Assumed the 200amp service and panel will be sized accordingly to meet the needs of the terminal building.