
Missouri Department of Transportation

Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

June 9, 2023

Mr. Mike Anderson
Deputy Director of Public Works
220 SE Green
Lee's Summit, Missouri 64064

RE: Project No. 22-109A-1
Lee's Summit Municipal Airport – Authorization to Award Letter

Dear Mr. Anderson:

We have reviewed the bid tabulations that you provided with your letter dated May 31, 2023. We agree with your recommendation to award the construction contract to Scodeller Construction, Inc., in the amount of \$614,498.45, the lowest and responsive bidder (upon supplemental documentation and pending approval of the SAM registration). The City of Lee's Summit accepts responsibility of covering the costs of the project in excess of their NPE and BIL funds available to them and will cover the shortfall until their funds become available. Please note that the BIL funds are not available at this time, and it could take a while for those to be available.

Before we can authorize you to issue the Notice to Proceed to the contractor for construction, you must provide the following documentation to us for review and approval:

- Engineers Executed Construction Phase Services for the construction project.
- Engineer's Construction Observation Program. Please submit to us at least 10 days prior to the pre-construction meeting so that we will have time to review it.
- Executed copy of the contract documents including bid proposal, construction contract, bonds, insurance, etc.
- Executed copy of the construction phase services agreement.

In addition, prior to issuing the Notice to Proceed, the sponsor must hold a pre-construction meeting (please give us 10 days' notice).



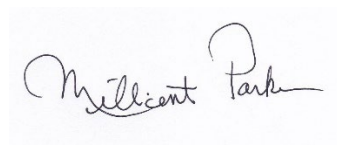
Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

We will await your submittal of the above documentation and the date of the pre-construction meeting. We are looking forward to the successful completion of this project.

If you have any questions or concerns, please call me at 573-751-7477, or email at millicent.parker@modot.mo.gov.

Thank you,

A handwritten signature in black ink that reads "Millicent Parker". The signature is written in a cursive style with a large initial "M" and "P".

Millicent Parker
MoDOT
Senior Aviation Construction Inspector/Airspace Specialist

cc: (electronic) Mr. Andy Bodine, CMT

cc: (electronic) Mr. Joel Arrington, Lee's Summit Municipal



LEE'S SUMMIT MISSOURI

May 31, 2023

Ms. Millicent Parker
Missouri Department of Transportation
Aviation Section-MO
P.O. Box 270
Jefferson City, MO 65102

RE: Project No. 22-109A-1
Lee's Summit Municipal Airport
Request for Authorization to Award

Dear Ms Parker:

Enclosed for your review and approval is a copy of the tabulation of bids for all bidders, the low bidders DBE participation form, and the Sponsor Certification for Equipment/Construction Contracts. We have evaluated the bid by the apparent low bidder, Scodeller Construction, Inc., and have determined them to be responsive and responsible, and that the contract price is considered fair and reasonable.

The City of Lee's Summit hereby requests MoDOT's authorization to award the construction contract to Scodeller Construction, Inc. in the amount of **\$614,498.45**

If you have any questions, please call me at (816) 969-1800.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Anderson', with a long, sweeping horizontal stroke extending to the right.

Mike Anderson, P.E.
Deputy Director of Public Works - Operations





May 31, 2023

Mr. Mike Anderson, Deputy Director of Public Works
City of Lee's Summit
220 SE Green St
Lee's Summit, MO 64063

Dear Mike,

Re: RECOMMENDATION OF AWARD
*Lee's Summit Municipal Airport
Rehabilitation of Runway 11-29, Taxiway B and Taxiway C
State Project No. 22-109A-1*

We have reviewed the information on the bids received on May 30, 2023 for the above referenced project. A total of four bids were received for this work. We have reviewed all bids and feel that they are reasonable and represent fair competition. Based upon our review of the bid proposals, the lowest responsible bidder is:

Scodeller Construction, Inc.
51722 Grand River Ave
Wixom, MI 48393

As of this date, **Scodeller Construction, Inc.** is not debarred, suspended, or otherwise ineligible to participate in a project funded with federal money; therefore, based upon the Bid Tabs and the available funding, CMT recommends that the contract for the above referenced project be awarded to **Scodeller Construction, Inc.** in the amount of **\$614,498.45**.

Upon the City of Lee's Summit concurrence, please send these documents along with the Tabulation of Bids and Bid Proposal from **Scodeller Construction, Inc.** along with this cover letter to MoDOT for their formal review:

Via Email
Ms. Millicent Parker - MoDOT Multimodal Operations - Aviation
Millicent.Parker@modot.mo.gov

Once MoDOT gives their authorization to award, I will send you a copy of the Notice of Award that will need to be sent to the contractor. If you have any questions, do not hesitate to contact me at 816-272-8363 or by e-mail at abodine@cmtengr.com. I am also e-mailing you an electronic copy of the letter for you to send to MoDOT in case you would like to make changes.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

Andrew J Bodine, PE, CM
Project Manager

Enclosures: Cover Letter for Transmittal, Bid Tabs, Bid Proposal (Proposal, DBE Form, Bid Bond, Buy American Form, Work Eligibility Affidavit, Addendum 1 Acknowledgement, Addendum 2 Acknowledgement)

Rehabilitation of Runway 11-29, Taxiway B and Taxiway C (#8501065)

Owner: Lee's Summit MO, City of

05/30/2023 02:00 PM CDT

Line	Item Description	UofM	Quantity	Engineer Estimate		Scodeller Construction Inc		GDS, LLC		Clarkson Construction Company		American Pavement Solutions Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization (10% Limit)	LS	1	\$86,336.61	\$86,336.61	\$60,000.00	\$60,000.00	\$52,364.26	\$52,364.26	\$102,000.00	\$102,000.00	\$100,000.00	\$100,000.00
2	Concrete Crack Sealing	LF	500	\$15.00	\$7,500.00	\$25.00	\$12,500.00	\$12.00	\$6,000.00	\$5.25	\$2,625.00	\$10.00	\$5,000.00
3	PCC Joint Resealing	LF	76806	\$3.50	\$268,821.00	\$3.78	\$290,326.68	\$3.20	\$245,779.20	\$5.50	\$422,433.00	\$6.00	\$460,836.00
4	PCC Expansion Joint Resealing	LF	300	\$10.00	\$3,000.00	\$12.00	\$3,600.00	\$16.00	\$4,800.00	\$10.00	\$3,000.00	\$7.50	\$2,250.00
5	White Runway Markings, with Reflective Media	SF	21468	\$3.50	\$75,138.00	\$1.55	\$33,275.40	\$1.28	\$27,479.04	\$1.25	\$26,835.00	\$3.75	\$80,505.00
6	Yellow Taxiway Markings, With Reflective Media	SF	5025	\$3.50	\$17,587.50	\$1.55	\$7,788.75	\$1.28	\$6,432.00	\$1.25	\$6,281.25	\$3.75	\$18,843.75
7	Black Markings, Without Reflective Media	SF	15936	\$3.50	\$55,776.00	\$1.45	\$23,107.20	\$1.28	\$20,398.08	\$1.10	\$17,529.60	\$3.75	\$59,760.00
8	Pavement Marking Removal	SF	42429	\$3.00	\$127,287.00	\$0.98	\$41,580.42	\$0.98	\$41,580.42	\$2.50	\$106,072.50	\$2.50	\$106,072.50
9	PCC Spall Repair	SF	700	\$200.00	\$140,000.00	\$100.00	\$70,000.00	\$248.00	\$173,600.00	\$250.00	\$175,000.00	\$345.00	\$241,500.00
10	Full Depth PCC Pavement Repairs - Panel Replacements	SY	320	\$250.00	\$80,000.00	\$226.00	\$72,320.00	\$298.00	\$95,360.00	\$500.00	\$160,000.00	\$330.00	\$105,600.00
Bid Total					\$861,446.11		\$614,498.45		\$673,793.00		\$1,021,776.35		\$1,180,367.25

PROPOSAL FORM
LEE'S SUMMIT MUNICIPAL AIRPORT
 State Block Grant Project No. **22-109A-1**

TO: CITY MANAGER

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

Rehabilitation of Runway 11-29, Taxiway B and Taxiway C

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 prices identified in the Bid Worksheet submitted electronically via the Quest vBid system at www.QuestCDN.com for the following bid items quantities and units:

BID ITEM	SPEC NUMBER	ITEM DESCRIPTION	UNITS	APPROX. QUANTITY	UNIT PRICE	EXTENSION
1	C-105-6.1	Mobilization (10% Limit)	LS	1	**	**
2	P-101-5.1	Concrete Crack Sealing	LF	500	**	**
3	P-605-5.1	PCC Joint Resealing	LF	76,806	**	**
4	P-605-5.2	PCC Expansion Joint Resealing	LF	300	**	**
5	P-620-5.1	White Runway Markings, With Reflective Media	SF	21,468	**	**
6	P-620-5.2	Yellow Taxiway Markings, With Reflective Media	SF	5,025	**	**
7	P-620-5.3	Black Markings, Without Reflective Media	SF	15,936	**	**
8	P-620-5.4	Pavement Marking Removal	SF	42,429	**	**
9	SP-1-5.1	PCC Spall Repair	SF	700	**	**
10	SP-2-8.1	Full Depth PCC Pavement Repairs	SY	320	**	**
Total:						**

**** Prices identified in the Bid Worksheet shall be submitted electronically via the Quest vBid system**

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 **sixty (60)** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract, payment and performance bonds, and provide a Certificate of Insurance within thirty (30) days of the notice of award. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **forty (40)** Calendar days from the commencement date specified in the Notice to Proceed if the Base Bid only is awarded and **fifty (50)** Calendar days from the commencement date specified in the Notice to Proceed if both the Base Bid and Additive Alternate No. 1 are awarded.
- 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 **nine hundred dollars (\$900.00)** per Calendar day as a liquidated damage to the OWNER. Furthermore, the undersigned acknowledges and accepts that for each and every Calendar day each Phase remains incomplete beyond the authorized Contract Time, the Contractor shall pay as liquidated damages the non-penal amount per day listed in the below table.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Schedule	Liquidated Damages Cost	Allowed Construction Time
Entire Project Duration	\$900 per calendar day	21 Calendar Days
Phase 1	\$900 per calendar day	1 Calendar Day
Phase 2	\$900 per calendar day	19 Calendar Days
Phase 3A	\$900 per calendar day	1 Calendar Day
Phase 3B	\$500 per hour	2 hours (6pm-8pm closure)

- 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. <u>1</u>	, dated <u>May 17, 2023</u>	Date Received <u>May 17, 2023</u>
Addendum No. <u>2</u>	, dated <u>May 25, 2023</u>	Date Received <u>May 25, 2023</u>
Addendum No. _____	, dated _____	Date Received _____
Addendum No. _____	, dated _____	Date Received _____

REPRESENTATIONS BY BIDDER

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

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

- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-1111, "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.

**THIS EXECUTED PROPOSAL FORM MUST BE EXECUTED AND UPLOADED
ELECTRONICALLY THROUGH THE QUEST VBID SYSTEM.**

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

(X) corporation, incorporated under the laws of state of Michigan

Executed by bidder this 30th day of May 20 23

Name of individual,
all partners
or joint venturers:

Peter Scodeller

Address of each:

51722 Grand River
Wixom, MI 48393

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)

Scodeller Construction, Inc
(If a corporation, show its name above)

51722 Grand River
Wixom, MI 48393

ATTEST: (SEAL)

Math Sharkey
(Signature) Secretary

[Signature] Division Manager
(Signature) (Title)

MAT SHARKEY
Please print name

Jeffrey T. Stever
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.

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

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



Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination which may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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


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

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

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

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

May 30th, 2023
Date


Signature

Seodeller Construction, Inc.
Company Name

Division Manager
Title

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)
<i>None</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>
TOTAL DBE PARTICIPATION				\$ <i>—</i>	<i>—</i> %

**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.)

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Scodeller Construction, Inc.
7475 Montgomery Drive
Plain City, OH 43064

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Lee's Summit, Missouri
220 SE Green Street
Lee's Summit, MO 64063

BOND AMOUNT: Five Percent of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Lee's Summit Municipal Airport Rehabilitation of Runway 11-29, Taxiway B and Taxiway C - State Project No. 22-109A-1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of May 2023


(Witness)

Scodeller Construction, Inc.

(Principal)

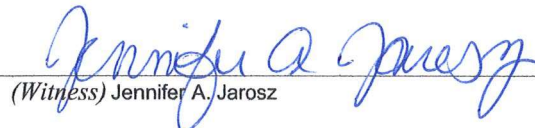
(Seal)

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Seal)


(Witness) Jennifer A. Jarosz

(Title) Kathy S. Zack, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Judy K. Wilson, Vicki S. Duncan, Susan E. Hurd, Kristie A. Pudvan, Nicholas R. Hylant, Theresa J. Foley, Sarayu S Nair, Jennifer A. Jarosz, Kathy S. Zack, Michael C. Schatz**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

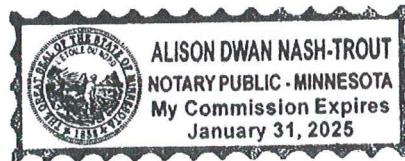


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of May, 2023.



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



Atlantic Specialty Insurance Company
Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks	-	Loss Adjustment Expense Reserves	<u>347,884</u>
Common Stocks	752,567	Total Loss & LAE Reserves	1,441,852
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	735,813
Contract Loans	-	Total Reinsurance Liabilities	42,785
Derivatives	-	Commissions, Other Expenses, and Taxes due	88,767
Cash, Cash Equivalents & Short Term Investments	308,498	Derivatives	-
Other Investments	<u>20,805</u>	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	<u>3,296,071</u>	All Other Liabilities	<u>632,508</u>
		Total Liabilities	<u>2,921,725</u>
Premiums and Considerations Due	332,718		
Reinsurance Recoverable	39,231	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	2,250	Common Capital Stock	9,001
All Other Admitted Assets	<u>79,777</u>	Preferred Capital Stock	-
Total Admitted Assets	<u>3,750,047</u>	Surplus Notes	-
		Unassigned Surplus	174,558
		Other Including Gross Contributed	<u>644,763</u>
		Capital & Surplus	<u>828,322</u>
		Total Liabilities and C&S	<u>3,750,047</u>

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.

Notary Public



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.

BIDDING AND CONTRACT DOCUMENTS
ADDENDUM NUMBER ONE
PROJECT NO. 22-109A-1

DATE: MAY 17, 2023

LEE'S SUMMIT MUNICIPAL AIRPORT

CRAWFORD, MURPHY, TILLY, INC.
1627 MAIN STREET, SUITE 600
KANSAS CITY, MISSOURI 64108

TO: ALL PLANHOLDERS AND POTENTIAL BIDDERS

SUBJECT: ADDENDUM NUMBER ONE TO THE BIDDING DOCUMENTS FOR:
REHABILITATION OF RUNWAY 11-29, TAXIWAY B AND TAXIWAY C

This addendum forms a part of the bidding and contract documents, and modifies the original bidding documents dated May 9, 2023. This addendum must be signed on the last page and included with the submitted Bid Package uploaded to the QuestCDN website (Project No. 8501065).

**FAILURE TO NOT RECOGNIZE THE ADDENDUM ON THE PROPOSAL FORM
MAY SUBJECT THE BIDDER TO DISQUALIFICATION.**

Information to Bidders The following is provided to Bidders for information only:

1. A pre-bid conference was held via Zoom on May 16, 2023. The minutes from this conference are attached and provided to Bidders for information only
2. Several questions were submitted already, these questions and their associated answers are summarized below. Unless stated otherwise, answers are clarifications and do not require changes to the specifications, drawings or contract.

Q1: Will it be possible for the GC to begin construction in spring of 2024 or does this project need to be started and completed this year? Our schedule is full at this time and doesn't show any signs of letting up until mid to late November where it will probably be too cold to start and finish this project.

A1: This project must be completed by end of the 2023 calendar year, so NTP will be provided Fall 2023.

Q2: The P-605 spec discusses using silicone sealant around the non-movement area of some fuel pumps, but I don't see that area marked on the plans. Can you provide a LF quantity of joints that will get silicone sealant?

A2: This is an error in our specs. None of the work area is near fuel pumps, references to the fuel pumps are not applicable.

Q3: Are you requiring the use of hot pour sealant or silicone to reseal all joints? Or are you allowing the contractor to decide what to bid with?

A3: We will be requiring silicone for all joints. This will require a change to the specification so we will formally revise this through an Addendum.

Q4: Will it be possible to combine the pavement marking removal and replacement in phase 1 with phase 2? It will be expensive to bring in a pavement marking crew for that small amount of paint.

A4: As a general rule, the City does not combine phases. If you really need to get the work done, we would allow the contractor to have the paint removed in phase 1 for the Phase 2 pavement crew. This is a cost item that will be communicated in a future addendum.

Q5: The special provision for the partial depth repairs discusses grinding concrete pavement, but I don't see a pay item for this. Will grinding be required for all partial depth repairs as described in the SP and is this considered incidental to the partial depth bid item?

A5: No grinding is required in this project.

The Contract Documents are revised as follows:

CONTRACT DOCUMENTS:

The purpose of this revision is to clarify that silicone joint sealant is required. The revised P-605 specification is attached to this Addendum.

Section 605-2.1 Joint Sealants

Delete the following paragraph:

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt for all runway, taxiway and apron pavement outside the non-movement line located near the fuel pumps and either ASTM D7116 Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistant Type for Portland Cement Concrete Pavements or ASTM D5893 Standard Specifications for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements for pavement within the non-movement line located near the fuel pumps as shown on the plans or determined by the RPR.

Insert the following paragraph in place of the deleted paragraph:

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D5893 Standard Specifications for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements.

CRAWFORD, MURPHY & TILLY, INC.

This Addendum consists of 3 pages, plus the Pre-Bid Meeting Minutes and the Revised P-605 specification attached.



Signed
(Contractor)

May 30th, 2023
Date

CONTRACTOR TO SIGN AND DATE THIS ADDENDUM #1 TO ACKNOWLEDGE RECEIPT. THIS SIGNED ADDENDUM MUST BE UPLOADED TO THE QUESTCDN WEBSITE AS PART OF THE SUBMITTED BID PACKAGE

MINUTES
Pre-Bid Meeting
Lee's Summit Municipal Airport
Rehabilitation of Runway 11-29, Taxiway B and C
State Block Grant Project No. 22-109A-1
May 16, 2023 – 2:00 PM

Minutes compiled by CMT 5/17/23

→ **Introductions / Sign-in sheet**

John W. Lewis, West Group
Jeffrey J. Smith, JJJ Construction, LLC
Jeffrey J. Smith, JJJ Construction, LLC
Jeffrey J. Smith, JJJ Construction, LLC
CMT Construction Services, LLC

Eric Winters, CSC
Lucy Phelan, Idaho
Brad Boyles, Mogaki
Sean Eppert, ISC
Brandien Robinson, A1 Professional Asphalt and Sealing

→ **Bids**

- Due **Tuesday 5/30/23** via the QuestCDN.com (Project No. 8501065) – **2:00 PM CDT**
- DBE Goal is 0%
- Prevailing Wage higher of either State or Federal.
- Submit as part of the bid the following:
 - Bid Bond
 - Bid Worksheet
 - Proposal Form
 - Buy American Certification
 - Worker Eligibility Affidavit and E-Verify Memorandum of Understanding
 - Disadvantaged Business Enterprise (DBE) Participation Form
 - Proper Signatures on last page of Proposal Form
- Addendum 1 if needed will be issued no later than May 26th, the Friday before the bid opening

→ **Contractor's Operational Requirements**

- FAA AC150/5370-2G – Operational Safety on Airports During Construction
- Contractor shall submit a Safety Plan Compliance Document (SPCD) in accordance with FAA AC 150/5370-2G.
- All Vehicles and Equipment Shall Have Airport Orange and White Flags
- All work shall stay clear of the runways when the runways are active
- Contractor shall provide his/her own airport radio capable of receiving frequency 122.80.

→ **Plans/Specifications**

- Proposed Improvements
 - Concrete Crack Sealing
 - PCC Joint Resealing
 - PCC Expansion Joint Resealing

- Pavement Marking Removal
- Marking/ Remark of Taxiways and Runways
- PCC Spall Repair
- Full Depth PCC Pavement Repairs – Panel Replacements

→ Specifications

- All FAA Standard Specifications
- P-101 Preparation of Existing Pavements
- P-501 PCC Paving: PCC will utilize hard aggregates and PCC aggregates must be tested for reactivity with alkalis in accordance with ASTM C 1260 at 28 days. This must be completed and approved prior to approval of the mix design.
- P-605 Joint Sealants for Pavements
- SP-1 PCC Pavement Repair – Partial Depth Repairs
- Quality Control Plan must be submitted and reviewed prior to paving.
- Runway closures require a set of two lighted runway closure markers, per runway per the plans.

P-605 specification language will be revised to only allow silicone sealant (no hot pour) this will be addressed in Addendum 1.

→ **Construction Time Frame**

- Base Bid: 21 Consecutive Calendar Days.
- City may hold the bids for up to 120 Days prior to award.
- Phase 1 is for rehabilitation (joint seal replacement, marking replacement) of sections of Taxiway A2 and Taxiway A3 inside the R18-36 OFZ. This requires a closure of Runway 18-36. The contractor will have 1 day to perform this work.
- Phase 2 consists of rehabilitation (crack-seal, spall patch, joint seal replacement, panel replacement, panel replacement and marking replacement) of sections of Runway 11-29, Taxiway B and Taxiway C. This requires a closure of Runway 11-29. The contractor will have 19 calendar days to perform this work.
- Phase 3 is for runway marking replacement of sections of Runway 11-29. Phase 3 is separated into two subphases: phase 3A and 3B.
- Phase 3A shall be completed in 1 calendar day and serves as a continuation of the Runway 11-29 closure but with varying taxiway closures.
- Phase 3B involves replacing the two runway centerline strips on Runway 11-29 inside the Runway 18-36 OFZ's. This Phase shall require a full airport closure and shall be completed during an evening shift the same calendar day as 3A, conducted from 6:00PM to 8:00PM. This operation must be coordinated with the airport 48-hours in advance.

→ **Questions / Comments**

No questions asked by bidders during meeting

- Site Visits: Per request, to be discussed in Meeting.

A few bidders expressed interest in a site visit, I asked all bidders to email me directly - CMT will coordinate a one-time site visit with interested bidders and airport

→ All questions must be submitted at least 5 days prior to the bid opening. The cutoff time is 5:00 PM on May 25, 2023. Questions may be submitted by e-mail.

Direct questions to:

Mr. Andy Bodine, P.E.

Project Manager

Crawford, Murphy & Tilly, Inc.

abodine@cmtengr.com

Part 9 – Miscellaneous

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

Proof of Buy American Notice: All tier contractors and subcontractors shall provide proof of Buy American compliance for all manufactured products in accordance with statutes established under Title 49 U.S.C. Section 50101. The AIP Buy American preference does not recognize US trade agreements such as NAFTA or the American Recovery & Reinvestment Act. If sufficient information to confirm compliance is not included upon submittal, the submittal will be returned with no action.

~~605-2.1 Joint sealants.~~ Joint sealant materials shall meet the requirements of ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt for all runway, taxiway and apron pavement outside the non-movement line located near the fuel pumps and either ASTM D7116 Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistant Type for Portland Cement Concrete Pavements or ASTM D5893 Standard Specifications for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements for pavement within the non-movement line located near the fuel pumps as shown on the plans or determined by the RPR.

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D5893 Standard Specifications for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 10 days prior to use on the project.

a. Tractor-mounted routing tool. Not Used.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

The blades provided by the Contractor shall be designed for sawing hardened concrete, to reface, widen, or deepen and chamfer existing joints without damaging the sides, bottom, or top edges. Blades may be single or gang type with one or more blades mounted in tandem for fast cutting. All blades shall be of the proper hardness for the concrete being sawed. If at any time it is demonstrated that abrasive type blades will not cut a smooth and even vertical face of specified width and depth or cause the joint to ravel or spall, the Contractor shall then furnish and use diamond blades at no extra cost to the Owner. The saw shall be adequately powered and capable of cutting to the specified width and depth with not more than two passes of the saw through the joints. Use of water is a requirement when cutting joints for the purposes of cooling and dust mitigation.

Dry cut saws are not allowed.

c. Sandblasting equipment. The Contractor must demonstrate sandblasting equipment including the air compressor, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the Resident Project Representative (RPR), that the method cleans the joint and does not damage the joint.

d. Water blasting equipment.

If water blasting becomes necessary, include with the water blasting equipment a trailer-mounted water tank, pumps, high-pressure hose, wand with safety release cutoff control, nozzle, and auxiliary water resupply equipment.

Provide water tank and auxiliary resupply equipment of sufficient capacity to permit continuous operations. The nozzle shall have an adjustable guide that will hold the nozzle aligned with the joint approximately one inch (25 mm) above the pavement surface. Adjust the height, angle of inclination and the size of the nozzle as necessary to obtain satisfactory results. A pressure gauge mounted at the pump shall show at all times the pressure in psi (kPa) at which the equipment is operating.

The Contractor must demonstrate water blasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

Water blasting equipment shall be standard commercial type capable of effectively "scaling-off" any foreign material which may prevent proper bond of the new sealer.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

g. Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier's instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

h. Vacuum Sweeper. The vacuum pickup sweeper shall be self-propelled and shall be capable of completely removing all loose material, concrete slurry from the joints after sawing, and debris from the pavement surface. A sweeper of adequate capacity or a sufficient number of sweepers shall be provided to maintain the work area to the cleanliness standards required on airfield pavements.

i. Air Compressor. The air compressor will be portable and capable of blowing out sand and other objectionable materials from the joints. This equipment will meet the same capacity requirements as specified above for the compressor for the sandblasting equipment. The compressor will be equipped with sufficient hose of adequate capacity and nozzles of proper size and shape for the type and size joint to be cleaned.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by sandblasting or water blasting as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2

to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to $1/4$ inch $\pm 1/16$ inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

The sealing procedures shall be installed in concert with the manufacturer's recommendations. A backer rod shall be installed as shown on the plans, prior to placement of the joint sealer. The sealant shall be applied in a continuous operation, with an approved mechanical device, and shall adhere to the concrete and be free of voids.

605-3.5 Inspection. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted with no separate measurement for varying joint widths.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1	PCC Joint Resealing	Per Linear Foot
Item P-605-5.2	PCC Expansion Joint Resealing	Per Linear Foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt
ASTM D7116	Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistant Types for Portland Cement Concrete Pavements

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
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END ITEM P-605

BIDDING AND CONTRACT DOCUMENTS
ADDENDUM NUMBER TWO
PROJECT NO. 22-109A-1

DATE: MAY 25, 2023

LEE'S SUMMIT MUNICIPAL AIRPORT

CRAWFORD, MURPHY, TILLY, INC.
1627 MAIN STREET, SUITE 600
KANSAS CITY, MISSOURI 64108

TO: ALL PLANHOLDERS AND POTENTIAL BIDDERS

SUBJECT: ADDENDUM NUMBER **TWO** TO THE BIDDING DOCUMENTS FOR:
REHABILITATION OF RUNWAY 11-29, TAXIWAY B AND TAXIWAY C

This addendum forms a part of the bidding and contract documents, and modifies the original bidding documents dated May 9, 2023. This addendum must be signed on the last page and included with the submitted Bid Package uploaded to the QuestCDN website (Project No. 8501065).

**FAILURE TO NOT RECOGNIZE THE ADDENDUM ON THE PROPOSAL FORM
MAY SUBJECT THE BIDDER TO DISQUALIFICATION.**

Information to Bidders The following is provided to Bidders for information only:

1. The deadline for questions was May 25th. Several questions were submitted, these questions and their associated answers are summarized below. Unless stated otherwise, answers are clarifications and do not require changes to the specifications, drawings or contract.

Q1: Is sawing/beveling the existing joints required for joint seal repairs in this project?

A1: Yes. The P-605 Pay Items will include sawing and beveling existing joints per the Details on Sheet 16, prior to cleaning and installation of new backer rod or expansion joint, and sealant.

Q2: Is P-501 (FAA Concrete) required for the panel replacements for this project?

A2: Yes this is an FAA-funded project, P-501 concrete is required for the panel replacements.

Q3: Can PCC concrete be used as the spall patching material on this project?

A3: No, PCC concrete cannot be used as spall patching material.

The material for spall patching shall be elastomeric concrete as described in SP-3.1 of the specifications.

Q4: Is Silspec Flexpatch an acceptable alternative to the spall patching materials listed in the specifications

A4: Silspec Flexpatch will be allowed as an acceptable alternative for spall patching material. If elected for use by the contractor, this product shall be installed per manufacturer instructions.

Q5: Do you know if the existing sealant is hot pour sealant?

A5: The existing sealant is all hot pour, but different ages. The existing hot pour at Runway 11-29 is decades old, very dry and many joints don't even have sealant anymore. Twy B and Twy C have hot pour that is about 10-15 years old. Still some elasticity to it but due for replacement.

CRAWFORD, MURPHY & TILLY, INC.
This Addendum consists of 2 pages



Signed
(Contractor)



Date

CONTRACTOR TO SIGN AND DATE THIS ADDENDUM TO ACKNOWLEDGE RECEIPT. THIS SIGNED ADDENDUM MUST BE UPLOADED TO THE QUESTCDN WEBSITE AS PART OF THE SUBMITTED BID PACKAGE

Missouri Department of Transportation
Aviation Section



Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Lee's Summit, Missouri
Airport: Lee's Summit Municipal Airport
Project Number: 22-109A-1
Description of Work: Rehabilitation of Runway 11-29, Taxiway B and Taxiway C

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

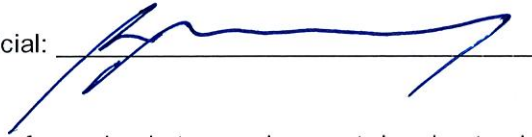
Executed on this 25 day of April 2023.

Name of Sponsor: City of Lee's Summit, Missouri

Name of Sponsor's Authorized Official: Michael Anderson

Title of Sponsor's Authorized Official: Deputy Director of Public Works - Operations

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**Drug-Free Workplace
Airport Improvement Program Sponsor Certification**

Sponsor: City of Lee's Summit, Missouri
Airport: Lee's Summit Municipal Airport
Project Number: 22-109A-1
Description of Work: Rehabilitation of Runway 11-29, Taxiway B and Taxiway C

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended ; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Lee's Summit Municipal Airport

Address: 2525 NE Douglas St., Lee's Summit, MO 64064

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

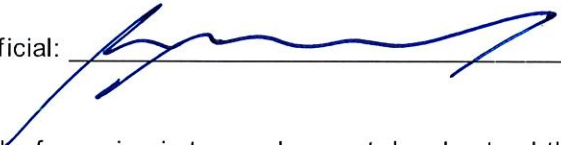
Executed on this 25 day of April, 2023.

Name of Sponsor: City of Lee's Summit, Missouri

Name of Sponsor's Authorized Official: Michael Anderson

Title of Sponsor's Authorized Official: Deputy Director of Public Works - Operations

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**Equipment and Construction Contracts
Airport Improvement Sponsor Certification**

Sponsor: City of Lee's Summit, Missouri
Airport: Lee's Summit Municipal Airport
Project Number: 22-109A-1
Description of Work: Rehabilitation of Runway 11-29, Taxiway B and Taxiway C

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
 Yes No N/A
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
 Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

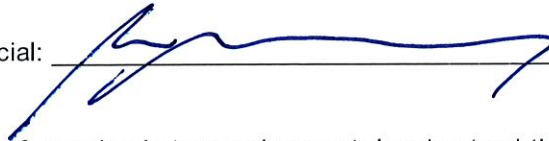
Executed on this 25 day of April 2023.

Name of Sponsor: City of Lee's Summit, Missouri

Name of Sponsor's Authorized Official: Michael Anderson

Title of Sponsor's Authorized Official: Deputy Director of Public Works - Operations

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Lee's Summit, Missouri
Airport: Lee's Summit Municipal Airport
Project Number: 22-109A-1
Description of Work: Rehabilitation of Runway 11-29, Taxiway B and Taxiway C

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes No N/A
- b. Snow Removal Equipment as contained in AC 150/5220-20.
- Yes No N/A
- c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
- Yes No N/A

13. For construction activities within or near aircraft operational areas (AOA):
- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
 - b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
 - c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).
- Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).
- Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

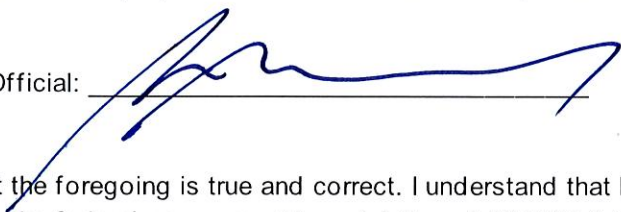
Executed on this 25 day of April 2023.

Name of Sponsor: City of Lee's Summit, Missouri

Name of Sponsor's Authorized Official: Michael Anderson

Title of Sponsor's Authorized Official: Deputy Director of Public Works - Operations

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Lee's Summit, Missouri
Airport: Lee's Summit Municipal Airport
Project Number: 22-109A-1
Description of Work: Rehabilitation of Runway 11-29, Taxiway B and Taxiway C

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes No N/A
14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

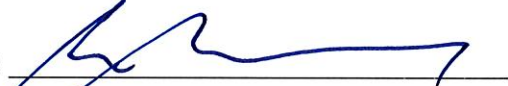
Executed on this 25 day of April 2023.

Name of Sponsor: City of Lee's Summit, Missouri

Name of Sponsor's Authorized Official: Michael Anderson

Title of Sponsor's Authorized Official: Deputy Director of Public Works - Operations

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification**

Sponsor: City of Lee's Summit, Missouri
Airport: Lee's Summit Municipal Airport
Project Number: 22-109A-1
Description of Work: Rehabilitation of Runway 11-29, Taxiway B and Taxiway C

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

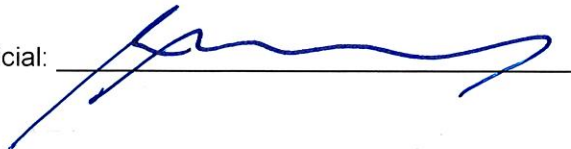
Executed on this 26 day of April, 2023.

Name of Sponsor: City of Lee's Summit, Missouri

Name of Sponsor's Authorized Official: Michael Anderson

Title of Sponsor's Authorized Official: Deputy Director of Public Works - Operations

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

LEE'S SUMMIT MUNICIPAL AIRPORT

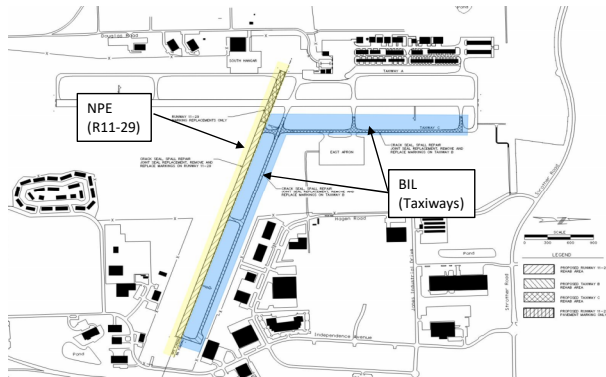
CONSTRUCTION LOW BID FUNDING SPLIT

5/31/2023

Rehabilitation of Runway 11-29, Taxiway B, and Taxiway C

Construction Cost

Bid Item	Item No.	Item Description	Unit	COMBINED			NPE			BIL		
				Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost
1	C-105-6.1	Mobilization (10% Limit)	LS	1	\$60,000.00	\$60,000.00	1	\$60,000.00	\$60,000.00	0	\$60,000.00	\$0.00
2	P-101-5.1	Concrete Crack Sealing	LF	500	\$25.00	\$12,500.00	500	\$25.00	\$12,500.00	0	\$25.00	\$0.00
3	P-605-5.1	PCC Joint Resealing	LF	76,806	\$3.78	\$290,326.68	32,807	\$3.78	\$124,010.46	43,999	\$3.78	\$166,316.22
4	P-605-5.2	PCC Expansion Joint Resealing	LF	300	\$12.00	\$3,600.00	0	\$12.00	\$0.00	300	\$12.00	\$3,600.00
5	P-620-5.1	White Runway Markings, with Reflective Media	SF	21,468	\$1.55	\$33,275.40	21,468	\$1.55	\$33,275.40	0	\$1.55	\$0.00
6	P-620-5.2	Yellow Taxiway Markings, With Reflective Media	SF	5,025	\$1.55	\$7,788.75	450	\$1.55	\$697.50	4,575	\$1.55	\$7,091.25
7	P-620-5.3	Black Markings, Without Reflective Media	SF	15,936	\$1.45	\$23,107.20	5,661	\$1.45	\$8,208.45	10,275	\$1.45	\$14,898.75
8	P-620-5.4	Pavement Marking Removal	SF	42,429	\$0.98	\$41,580.42	27,579	\$0.98	\$27,027.42	14,850	\$0.98	\$14,553.00
9	SP-1-5.1	PCC Spall Repair	SF	700	\$100.00	\$70,000.00	500	\$100.00	\$50,000.00	200	\$100.00	\$20,000.00
10	SP-2-8.1	Full Depth PCC Pavement Repairs - Panel Replacements	SY	320	\$226.00	\$72,320.00	320	\$226.00	\$72,320.00	0	\$226.00	\$0.00
						\$614,498.45				\$388,039.23		
Engineering Design			LS	1	\$59,000.00	\$59,000.00	1	\$59,000.00	\$59,000.00			
Engineering Construction			LS	1	\$73,000.00	\$73,000.00	1	\$73,000.00	\$73,000.00			
						\$746,498.45				\$520,039.23		
										\$226,459.22		



FISCAL YEAR	NPE			BIL			RUNNING TOTAL
	FEDERAL	LOCAL MATCH	TOTAL	FEDERAL	LOCAL MATCH	TOTAL	
2019	\$33,707.00	\$3,745.22	\$37,452.22				\$37,452.22
2021	\$150,546.00		\$150,546.00				\$187,998.22
2022	\$150,000.00	\$16,666.67	\$166,666.67	\$203,813.30	\$22,645.92	\$226,459.22	\$581,124.11
2023	\$148,836.91	\$16,537.43	\$165,374.34	\$0.00	\$0.00	\$0.00	\$746,498.45
	\$483,089.91	\$36,949.32	\$520,039.23	\$203,813.30	\$22,645.92	\$226,459.22	\$746,498.45

TOTAL COST	FEDERAL COST	LOCAL COST
\$746,498.45	\$686,903.21	\$59,595.25