

**RESOLUTION NO. 090814-2**

**A RESOLUTION APPROVING AN AGREEMENT WITH APAC-KANSAS, INC., SHEARS DIVISION CONCERNING RUNWAY IMPROVEMENTS AT THE ABILENE MUNICIPAL AIRPORT**

**WHEREAS**, the City Commission desires to enter into an Agreement with APAC-Kansas, Inc., Shears Division for the purposes of rehabilitating the runway at the Abilene Municipal Airport.

**NOW, THEREFORE BE IT RESOLVED**, by the City Commission of the City of Abilene, as follows:

**Section 1. Agreement.** That a Contract Agreement, concerning AIP Project No. 3-20-0001-009, between the APAC-Kansas, Inc., Shears Division and the City of Abilene, Kansas, is hereby adopted as attached hereto as **Exhibit A**.

**Section 2. Implementation.** The Mayor is hereby authorized to execute the aforementioned Agreement with APAC-Kansas, Inc., Shears Division, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

**Section 3. Effective Date.** That the effects of this Resolution shall be in full force after its approval by the City Commission.

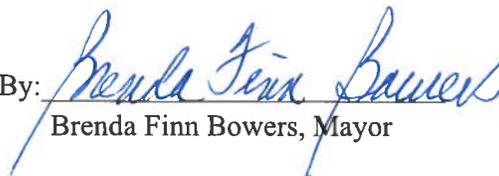
**PASSED AND APPROVED** by the Governing Body of the City of Abilene, Kansas this 8<sup>th</sup> day of September, 2014.



**ATTEST:**

  
Penny Soukup, CMC  
City Clerk

**CITY OF ABILENE, KANSAS**

By:   
Brenda Finn Bowers, Mayor

**EXHIBIT A**

**Contract Agreement**

**for**

**AIP Project No. 3-20-0001-009**

**APAC-Kansas, Inc., Shears Division**

**and the**

**City of Abilene, Kansas**

**(Runway Rehabilitation, Abilene Municipal Airport)**

**September 8, 2014**

1 **CONTRACT AGREEMENT**<sup>5</sup>  
2 City of Abilene  
3 AIP Project Number 3-20-0001-009  
4  
5

6 **THIS AGREEMENT**, made as of the date noted herein, is

7  
8 **BY AND BETWEEN**

9 the OWNER: **City of Abilene**  
10 **419 N Broadway**  
11 **Abilene, KS 67410**  
12

13 **And the CONTRACTOR:** APAC-Kansas, Inc., Shears Division  
14 1633 Sunflower Road (67401)  
15 P.O. Box 1095  
16 Salina, KS 67402-1095  
17

18 **WITNESSETH:**  
19

20 WHEREAS it is the intent of the Owner to make improvements at the Abilene Municipal Airport  
21 generally described as AIP Project No. 3-20-0001-009, Base Bid Proposal Items No. 1-40 and  
22 Alternate Bid Proposal No. 1-34, hereinafter referred to as the Project  
23

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

26 **Article 1 - Work**

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

32 **Article 2 – Contract Documents**

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

43 **Article 3 – Contract Price**

44 In consideration of the faithful performance and completion of the Work by the  
45 CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the  
46 CONTRACTOR an amount equal **\$2,416,492.45** (Base Bid \$1,861,530.95 and Alternate  
47 Bid \$554,961.50).

1 subject to the following;  
2

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

#### 13 **Article 4 – Payment**

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

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

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

26 Progress payments are subject to retainage requirements as set forth in the General  
27 Provisions.

#### 28 **Article 5 – Contract Time**

29 The CONTRACTOR agrees to commence work and to complete said work within the time  
30 specified in the Contract Documents.  
31

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

#### 36 **Article 6 – Liquidated Damages**

37 The CONTRACTOR and OWNER understand and agree that time is of essence for  
38 completion of the Work and that the OWNER will suffer additional expense and financial  
39 loss if said Work is not completed within the authorized Contract Time. Furthermore, the  
40 CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in  
41 establishing the exact amount of actual financial loss and additional expense. Accordingly,  
42 in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as  
43 liquidated damages the non-penal sum as specified in the Contract Documents for each day  
44 required in excess of the authorized Contract Time.  
45  
46

- 1 Furthermore, the CONTRACTOR understands and agrees that;  
2 a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the  
3 amount of said liquidated damages;  
4 b. the OWNER has the right to recover the amount of said liquidated damages from the  
5 CONTRACTOR, SURETY or both.

6 **Article 7 – CONTRACTOR’S Representations**

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

10 **Article 8 – CONTRACTOR’S Certifications**

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

- 14 a. Certification of Eligibility (29 CFR Part 5.5)  
15 i. By Entering into this contract, the CONTRACTOR certifies that neither he or  
16 she nor any person or firm who has an interest in the CONTRACTOR’S firm  
17 is a person or firm ineligible to be awarded Government contracts by virtue of  
18 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);  
19 ii. No part of this contract shall be subcontracted to any person or firm ineligible  
20 for award of a Government contract by virtue of Section 3(a) of the Davis-  
21 Bacon Act or 29 CFR 5.12(a)(1);  
22 iii. The penalty for making false statements is prescribed in the U.S. Criminal  
23 Code 18 U.S.C.

- 24 b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)  
25 The federally-assisted construction CONTRACTOR, certifies that it does not  
26 maintain or provide, for its employees, any segregated facilities at any of its  
27 establishments and that it does not permit its employees to perform their services at  
28 any location, under its control, where segregated facilities are maintained. The  
29 BIDDER certifies that it will not maintain or provide, for its employees, segregated  
30 facilities at any of its establishments and that it will not permit its employees to  
31 perform their services at any location under its control where segregated facilities are  
32 maintained. The Bidder agrees that a breach of this certification is a violation of the  
33 Equal Opportunity Clause, which is to be incorporated in the contract.

34  
35 As used in this certification, the term "segregated facilities" means any waiting  
36 rooms, work areas, restrooms, and washrooms, restaurants and other eating areas,  
37 timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking  
38 fountains, recreation or entertainment areas, transportation, and housing facilities  
39 provided for employees which are segregated on the basis of race, color, religion, or  
40 national origin because of habit, local custom, or any other reason. The Bidder  
41 agrees that (except where it has obtained identical certifications from proposed  
42 subcontractors for specific time periods) it will obtain identical certifications from  
43 proposed subcontractors prior to the award of subcontracts exceeding \$10,000  
44 which are not exempt from the provisions of the Equal Opportunity Clause and that it  
45 will retain such certifications in its files.  
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**Article 9 – Miscellaneous**

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

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**Article 10 – OWNER’S Representative**

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

Olsson Associates  
P.O. Box 84608  
Lincoln, NE 68501

20  
21  
22

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

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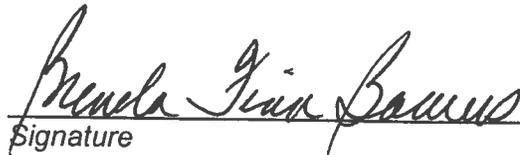
IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this Agreement on this 8<sup>th</sup> day of September, 2014.

**OWNER**

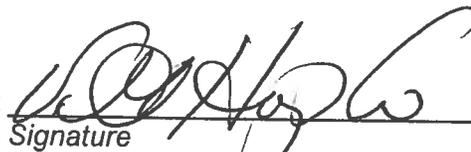
City of Abilene  
419 N. Broadway  
Abilene, Kansas 67410

**CONTRACTOR**

APAC-Kansas, Inc., Shears Division  
1633 Sunflower Road (67401)  
P.O. Box 1095  
Salina, KS 67402-1095

By:   
Signature

Mayor  
Title of Representative

By:   
Signature

V.G. Hopkins, Vice-President  
Title of Representative

27

**LIST OF SUBCONTRACTORS**  
**(To Be Completed With Execution of Contract)**

AIP Project: 3-20-0001-009

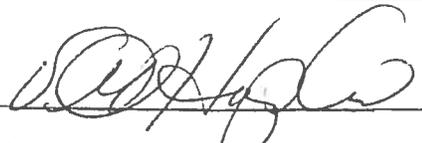
Airport: Abilene Municipal Airport

Location: Abilene, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED
1. <u>CILLESSEN &amp; SONS INC</u>	<u>PAVEMENT MARKING</u>
2. <u>PERRY FULSOM CONSTR INC</u>	<u>SEEDING</u>
3. <u>L &amp; S ELECTRIC LLC</u>	<u>ELECTRICAL</u>
4. <u>PAVERS INC</u>	<u>CONCRETE</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____

SIGNED   
 BY V.G. Hopkins, Vice President  
 (Printed name)

COMPANY APAC-KANSAS INC., SHEARS DIVISION  
 DATE 8/20/14

# PAYMENT BOND

Bond Number 8233-86-05
---------------------------

PRINCIPAL (Legal Name and Business Address)  
APAC - KANSAS, INC., SHEARS DIVISION  
1633 SUNFLOWER DRIVE  
SALINA, KS 67401

STATE OF INCORPORATION  
DELAWARE

SURETY (Legal Name and Business Address)  
FEDERAL INSURANCE COMPANY  
15 MOUNTAIN VIEW ROAD  
WARREN, NJ 07059

CONTRACT NO.  
AIP 3-20-0001-009

CONTRACT DATE  
09/08/2014

PENAL SUM OF BOND (Expressed in words and numerals)

TWO MILLION FOUR HUNDRED SIXTEEN THOUSAND FOUR HUNDRED NINETY TWO AND 25/100 DOLLARS (\$2,416,492.25)

## OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the City of Abilene, 419 N. Broadway, Abilene, Kansas 67410, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

## WHEREAS,

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

Project Name: AIP Project No. 3-20-0001-009, Runway 17/35 Whitetop and Lighting

Project Location: Abilene Municipal Airport, Abilene, Kansas

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

## CONDITION

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

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

**WITNESS**

In witness whereof, this instrument is executed this the 8<sup>th</sup> day of September, 2014.

**INDIVIDUAL PRINCIPAL:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**CORPORATE PRINCIPAL:**

ATTEST:

Corporate Name: APAC KANSAS, INC., SHEARS DIVISION

Signature: Michelle M. Moon

Signature: [Signature]

Name and Title: Michelle M. Moon, Witness

Name and Title: V.G. Hopkins, Vice President

(Affix Corporate Seal)



**SURETY:**

ATTEST:

Surety Name: FEDERAL INSURANCE COMPANY

Signature: [Signature]

Signature: [Signature]

Name and Title: LISA HALL, WITNESS

Name and Title: TINA DAVIS, ATTORNEY-IN-FACT

(Affix Seal)

(Attach Power of Attorney)

**OWNER ACCEPTANCE**

The OWNER approves the form of this Payment Bond.

Date: 09/08/2014

Signature: [Signature]  
Name and Title: Mayor

ATTEST:

Signature: [Signature]

Name and Title: Penny L. Soukup, City Clerk

(Affix Seal)



**PERFORMANCE BOND**

Bond Number  
8233-86-05

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

APAC - KANSAS, INC., SHEARS DIVISION  
1633 SUNFLOWER DRIVE  
SALINA, KS 67401

DELAWARE

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

FEDERAL INSURANCE COMPANY  
15 MOUNTAIN VIEW ROAD  
WARREN, NJ 07059

AIP 3-20-0001-009

09/08/2014

PENAL SUM OF BOND (Expressed in words and numerals)

TWO MILLION FOUR HUNDRED SIXTEEN THOUSAND FOUR HUNDRED NINETY TWO AND 25/100 DOLLARS (\$2,416,492.25)

**OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto he City of Abilene, 419 N. Broadway, Abilene, Kansas 67410, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

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

Project Name: AIP Project No. 3-20-0001-009, Runway 17/35 Whitetop and Lighting

Project Location: Abilene Municipal Airport, Abilene, Kansas

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

**CONDITION**

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

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
  - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder,

the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

- d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
- 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

**WITNESS**

In witness whereof, this instrument is executed this the 8th day of September, 2014.

**INDIVIDUAL PRINCIPAL:**

Company Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_

**CORPORATE PRINCIPAL:**

**ATTEST:**

Signature: Michelle M. Moon  
 Name and Title: Michelle M. Moon, Witness  
 (Affix Corporate Seal)



Corporate Name: APAC - KANSAS, INC., SHEARS DIVISION  
 Signature: [Signature]  
 Name and Title: V.G. Hopkins, Vice President

**SURETY:**

**ATTEST:**

Signature: [Signature]  
 Name and Title: LISA HALL, WITNESS  
 (Affix Seal)

Surety Name: FEDERAL INSURANCE COMPANY  
 Signature: [Signature]  
 Name and Title: TINA DAVIS, ATTORNEY-IN-FACT  
 (Attach Power of Attorney)

**OWNER ACCEPTANCE**

The OWNER approves the form of this Performance Bond.

Date: 09/08/2014

Signature: [Signature]  
 Name and Title: Mayor

**ATTEST:**

Signature: [Signature]  
 Name and Title: Penny L. Soukup, City Clerk  
 (Affix Seal)





Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall and Lindsey Plattner of Salt Lake City, Utah

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 16<sup>th</sup> day of July, 2014.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*David B. Norris, Jr.*

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 16<sup>th</sup> day of July, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318885  
Commission Expires July 16, 2019

*Kath J Adelaar*

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3556 e-mail: surety@chubb.com

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

**This is to Certify that**

APAC-Kansas, Inc.  
 1600 N Lorraine Suite One  
 PO Box 1605  
 Hutchinson, KS 67504-1605

NAME AND  
 ADDRESS  
 OF INSURED



**Liberty Mutual.**  
**INSURANCE**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
<b>WORKERS COMPENSATION</b>	9/1/2014		WA7-C8D-004095-023 WC7-C81-004095-013	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY	
				WI	
				EMPLOYERS LIABILITY	
				Bodily Injury by Accident \$1,000,000 Each Accident	
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2014		TB2-C81-004095-113	General Aggregate	
				\$2,000,000	
				Products / Completed Operations Aggregate	
				\$2,000,000	
				Each Occurrence	
				\$2,000,000	
				Personal & Advertising Injury	
		\$2,000,000 Per Person / Organization			
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2014		AS2-C81-004095-123	Other FIRE DAMAGE \$100,000	
				Other PER PROJECT AGGREGATE Medical Exp-\$5,000	
				\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
<b>OTHER EVIDENCE OF COVERAGE</b>					
			Auto: Comp Ded \$10,000/Coll Ded \$10,000		

**ADDITIONAL COMMENTS**  
 RE: Abilene Municipal Airport Runway 17/35 Whitetop & Lightning Abilene, KS. AIP Proj. No 3-20-0001-009. OA No. 013-0286. The City of Abilene and Olsson Associates are additional insureds, including completed operations. Waiver of Subrogation is in favor of the additional insureds to the extent of the law.

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual  
 Insurance Group

Certificate Holder

\*  
 THE CITY OF ABILENE, KS  
 419 N BROADWAY  
 ABILENE, KS 67410

*Stanley S. Esposito, Jr.*

Stan Esposito

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE  
 12 Federal Street, Ste. 310  
 Pittsburgh PA 15212-5706 412-231-1331 08/01/2014  
 OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### SCHEDULE

**Name(s) Of Person(s) Or Organizations(s):**

The City of Abilene KS  
419 N Broadway  
Abilene, KS 67410

The City of Abilene and Olsson Associates and Engineer

Effective 08/01/2014

**Premium:** \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us Condition** does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

The City of Abilene KS  
419 N Broadway  
Abilene KS 67410

The City of Abilene and Olsson Associates and Engineer

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-023      Effective Date 08/01/2014      Premium \$

Issued to Oldcastle, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Abilene KS 419 N Broadway Abilene KS 67410  The City of Abilene and Olsson Associates and Engineer	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-C81-004095-113

Audit Basis

Issued To

Countersigned by

-----  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Abilene KS 419 N Broadway Abilene KS 67410  The City of Abilene and Olsson Associates and Engineer	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-C81-004095-113

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

<b>Name Of Person Or Organization:</b> The City of Abilene KS 419 N Broadway Abilene KS 67410  The City of Abilene and Olsson Associates and Engineer
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-C81-004095-113

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

Policy Number TB2-C81-004095-113  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

**Schedule**

**Person or Organization:**

The City of Abilene KS  
419 N Broadway  
Abilene KS 67410

The City of Abilene and Olsson Associates and Engineer

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### SCHEDULE

**Name(s) Of Person(s) Or Organizations(s):**

The City of Abilene KS  
419 N Broadway  
Abilene, KS 67410

The City of Abilene and Olsson Associates and Engineer

Effective 08/01/2014

**Premium:** \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us Condition** does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

The City of Abilene KS  
419 N Broadway  
Abilene KS 67410

The City of Abilene and Olsson Associates and Engineer

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-023      Effective Date 08/01/2014      Premium \$

Issued to Oldcastle, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Abilene KS 419 N Broadway Abilene KS 67410	
The City of Abilene and Olsson Associates and Engineer	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-C81-004095-113

Audit Basis

Issued To

Countersigned by

-----  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Abilene KS 419 N Broadway Abilene KS 67410  The City of Abilene and Olsson Associates and Engineer	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-C81-004095-113

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

<b>Name Of Person Or Organization:</b> The City of Abilene KS 419 N Broadway Abilene KS 67410  The City of Abilene and Olsson Associates and Engineer
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-C81-004095-113

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

Policy Number TB2-C81-004095-113  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

**Schedule**

**Person or Organization:**

The City of Abilene KS  
419 N Broadway  
Abilene KS 67410

The City of Abilene and Olsson Associates and Engineer

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".



**CITY OF ABILENE, KANSAS**  
**Abilene Municipal Airport**  
**AIP PROJECT NO. 3-20-0001-009**

**PROPOSAL FORM**

TO: City of Abilene

THE BID OF APAC-KANSAS INC., SHEARS DIVISION  
 Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
<b>BASE BID</b>						
1	P-100	Mobilization [NTE 7.5% of Bid]	1	LS	\$ 118,024.70	\$ 118,024.70
2	P-101	Asphalt Pavement Removal	2,016	SY	\$ 5.65	\$ 11,390.40
3	P-101	Concrete Pavement Removal	466	SY	\$ 9.20	\$ 4,287.20
4	P-101	Paint Removal	237	SF	\$ 2.10	\$ 497.70
5	P-101	(0"-3") Cold Milling/Planing	34,168	SY	\$ 0.85	\$ 29,042.80
6	P-101	Bond Breaker: Curing Compound	34,168	SY	\$ 0.85	\$ 29,042.80
7	P-152	Embankment in Place [Established Quantity]	7,050	CY	\$ 29.90	\$ 210,795.00
8	P-152	Overexcavation	2,640	CY	\$ 11.40	\$ 30,096.00
9	P-152	6" Topsoil Stripping and Replacement	39,688	SY	\$ 0.75	\$ 29,766.00
10	P-156	Silt Fence Installation and Removal	4,100	LF	\$ 2.65	\$ 10,865.00
11	P-158	9" Fly Ash Treated Subgrade	2,854	SY	\$ 4.30	\$ 12,272.20
12	P-209	4" Crushed Aggregate Base Course	2,747	SY	\$ 6.30	\$ 17,306.10
13	P-501	Concrete Mix Design	1	LS	\$ 4,545.70	\$ 4,545.70
14	P-501	Whitotopping 6" - Concrete Material	6,720	CY	\$ 111.05	\$ 746,256.00
15	P-501	Whitotopping 6" - Concrete Placement	34,168	SY	\$ 7.15	\$ 244,301.20
16	P-501	6" Portland Cement Concrete Pavement	2,640	SY	\$ 34.95	\$ 92,268.00
17	P-620	Permanent Pavement Marking w/o Reflective Media	7,097	SF	\$ 1.10	\$ 7,806.70
18	P-620	Permanent Pavement Marking w/ Reflective Media	25,563	SF	\$ 1.50	\$ 38,344.50
19	P-620	Temporary Pavement Marking	25,563	SF	\$ 0.65	\$ 16,615.95

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
20	L-108	Solid Counterpoise Wire	9,833	LF	\$ 1.60	\$ 15,732.80
21	L-108	1/c #8 5kV Type C Cable	20,875	LF	\$ 0.90	\$ 18,787.50
22	L-109	Vault Work	1	LS	\$ 4,620.00	\$ 4,620.00
23	L-110	2" SCH 40 PVC Conduit	13,667	LF	\$ 2.40	\$ 32,800.80
24	L-110	2" SCH 80 PVC Conduit	804	LF	\$ 11.30	\$ 9,085.20
25	L-110	2" SCH 80 Conduit, Pushed or Directional Bored	261	LF	\$ 26.25	\$ 6,851.25
26	L-115	Junction Can (L-867)	24	EA	\$ 435.75	\$ 10,458.00
27	L-125	Stake-mounted Runway Light Removal	41	EA	\$ 36.75	\$ 1,506.75
28	L-125	Base-mounted Runway Light Removal	10	EA	\$ 120.75	\$ 1,207.50
29	L-125	RW 17 L-881 PAPI System Relocation	1	LS	\$ 5,880.00	\$ 5,880.00
30	L-125	RW 35 L-881 PAPI System Relocation	1	LS	\$ 5,880.00	\$ 5,880.00
31	L-125	RW 17 REIL System Adjustment	1	LS	\$ 1,680.00	\$ 1,680.00
32	L-125	RW 35 REIL System Adjustment	1	LS	\$ 1,680.00	\$ 1,680.00
33	L-125	L-861T (L) Base-mounted Taxiway Light Removal	43	EA	\$ 105.00	\$ 4,515.00
34	L-125	L-861T (L) Base-mounted Taxiway Light	36	EA	\$ 682.50	\$ 24,570.00
35	L-125	L-861 Base-Mounted Runway Light	38	EA	\$ 635.25	\$ 24,139.50
36	L-125	L-861SE Base-Mounted Threshold Light	16	EA	\$ 666.75	\$ 10,668.00
37	T-901	Cover Crop Seeding	8.2	AC	\$ 105.00	\$ 861.00
38	T-901	Seeding	8.2	AC	\$ 1,260.00	\$ 10,332.00
39	T-908	Mulching	6.8	AC	\$ 420.00	\$ 2,856.00
40	T-908	Erosion Control Blanket [KDOT 1C]	6,617	SY	\$ 2.10	13,895.70
<b>TOTAL BASE BID</b>					\$	1,861,530.95
Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
<b>ALTERNATE BID</b>						
A1	P-101	Asphalt Pavement Removal	4,296	SY	\$ 5.65	\$ 24,272.40
A2	P-101	Concrete Pavement Removal	754	SY	\$ 9.10	\$ 6,861.40
A3	P-101	(0"-3") Cold Milling/Planing	2,852	SY	\$ 0.85	\$ 2,424.20
A4	P-101	Bond Breaker: Curing Compound	2,852	SY	\$ 0.85	\$ 2,424.20

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
A5	P-152	Embankment in Place [Established Quantity]	1,020	CY	\$ 18.45	\$ 18,819.00
A6	P-152	Overexcavation	3,723	CY	\$ 11.40	\$ 42,442.20
A7	P-152	6" Topsoil Stripping and Replacement	7,827	SY	\$ 0.75	\$ 5,870.25
A8	P-156	Silt Fence Installation and Removal	736	LF	\$ 2.65	\$ 1,950.40
A9	P-158	9" Fly Ash Treated Subgrade	5,977	SY	\$ 4.40	\$ 26,298.80
A10	P-209	4" Crushed Aggregate Base Course	5,780	SY	\$ 6.30	\$ 36,414.00
A11	P-501	Whitetopping 6" - Concrete Material	561	CY	\$ 111.05	\$ 62,299.05
A12	P-501	Whitetopping 6" - Concrete Placement	2,852	SY	\$ 7.85	\$ 22,388.20
A13	P-501	6" Portland Cement Concrete Pavement	5,585	SY	\$ 35.45	\$ 197,988.25
A14	P-620	Permanent Pavement Marking w/o Reflective Media	3,940	SF	\$ 1.10	\$ 4,334.00
A15	P-620	Permanent Pavement Marking w/ Reflective Media	1,300	SF	\$ 1.50	\$ 1,950.00
A16	P-620	Temporary Pavement Marking	1,300	SF	\$ 0.65	\$ 845.00
A17	D-701	12" Corrugated Metal Pipe (CMP) Removal	168	LF	\$ 25.35	\$ 4,258.80
A18	D-701	18" Class III Arch Reinforced Concrete Pipe (RCP)	160	LF	\$ 61.55	\$ 9,848.00
A19	D-701	18" Class III Arch RCP Flared End Section	4	EA	\$ 870.00	\$ 3,480.00
A20	L-108	Solid Counterpoise Wire	3,350	LF	\$ 1.60	\$ 5,360.00
A21	L-108	1/c #8 5kV Type C Cable	5,342	LF	\$ 0.90	\$ 4,807.80
A22	L-109	Vault Work	1	LS	\$ 1,837.50	\$ 1,837.50
A23	L-110	2" SCH 40 PVC Conduit	3,958	LF	\$ 2.40	\$ 9,499.20
A24	L-110	2" SCH 80 PVC Conduit	184	LF	\$ 11.30	\$ 2,079.20
A25	L-110	2" SCH 80 Conduit, Pushed or Directional Bored	170	LF	\$ 26.25	\$ 4,462.50
A26	L-115	Junction Can (L-867)	3	EA	\$ 435.75	\$ 1,307.25
A27	L-125	L-861T (L) Base-Mounted Taxiway Light Removal	50	EA	\$ 105.00	\$ 5,250.00
A28	L-125	L-861T (L) Base-Mounted Taxiway Light	50	EA	\$ 682.50	\$ 34,125.00
A29	L-125	Guidance Sign Relocation	2	EA	\$ 1,785.00	\$ 3,570.00
A30	T-901	Cover Crop Seeding	1.6	AC	\$ 105.00	\$ 168.00
A31	T-901	Seeding	1.6	AC	\$ 1,260.00	\$ 2,016.00
A32	T-908	Mulching	1.2	AC	\$ 420.00	\$ 504.00

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
A33	T-908	Erosion Control Blanket [KDOT 1C]	2,019	SY	\$ 2.10	\$ 4,239.90
A34	T-908	Erosion Control Blanket [KDOT 2E]	108	SY	\$ 5.25	\$ 567.00
<b>TOTAL ALTERNATE BID</b>					\$	554,961.50

1 **TOTAL BASE BID PLUS ALTERNATE BID**  
2 **ACKNOWLEDGEMENTS BY BIDDER** **2,416,492.45**

- 3
- 4 a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities  
5 established by the OWNER are an approximate estimate of the quantities required to fully  
6 complete the Project and that the estimated quantities are principally intended to serve as  
7 a basis for evaluation of bids. The BIDDER further acknowledges and accepts that  
8 payment under this contract will be made only for actual quantities and that quantities will  
9 vary in accordance with the General Provisions subsection entitled "Alteration of Work and  
10 Quantities".
- 11
- 12 b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the  
13 documents identified within the Instructions to Bidders. The BIDDER further acknowledges  
14 that each of the individual documents that comprise the Bid Documents are  
15 complementary to one another and together establishes the complete terms, conditions  
16 and obligations of the successful BIDDER.
- 17
- 18 c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid  
19 guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price.  
20 The BIDDER acknowledges and accepts that refusal or failure to accept award and  
21 execute a contract within the terms and conditions established herein will result in  
22 forfeiture of the bid guaranty to the owner as a liquidated damage.
- 23
- 24 d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and  
25 to waive any minor informality in any Bid or solicitation procedure.
- 26
- 27 e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for  
28 purposes of review and evaluation and not issue a notice-of-award for a period not to  
29 exceed **120 calendar days** from the stated date for receipt of bids.
- 30
- 31 f. The undersigned agrees that upon written notice of award of contract, he or she will  
32 execute the contract within fifteen (15) days of the notice-of-award and furthermore and  
33 provide executed payment and performance bonds within fifteen (15) days from the date  
34 of contract execution. The undersigned accepts that failure to execute the contract and  
35 provide the required bonds within the stated timeframe shall result in forfeiture of the bid  
36 guaranty to the owner as a liquidated damage.
- 37
- 38 g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and  
39 agrees to commence work within ten (10) calendar days of the date specified in the written  
40 "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to  
41 complete the Project within **Base Bid: 60 Working Days and Alternate Bid: 54 working**  
42 **days** from the commencement date specified in the Notice-to-Proceed.
- 43
- 44 h. The undersigned acknowledges and accepts that for each and every Working day the  
45 project remains incomplete beyond the contract time of performance, the Contractor shall

1 pay the non-penal amount during the **Base Bid (Runway 17/35 closed) of \$1,200 per**  
2 **Working Day and Alternate Bid (Runway 17/35 open) of \$800 per Working Day** as a  
3 liquidated damage to the OWNER.  
4

- 5 i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged  
6 Business Enterprise goal of **3.4%** for this project. The BIDDER acknowledges and accepts  
7 the requirement to apply and document good faith efforts, as defined in Appendix A, 49  
8 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged  
9 Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the  
10 OWNER'S established goal. The BIDDER, in complying with this requirement, proposes  
11 participation by Disadvantaged Business Enterprises as stated on the attached forms,  
12 "Utilization Statement" and "Letter of Intent"  
13
- 14 j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is  
15 subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to  
16 pay prevailing wages for each classification and type of worker as established in the  
17 attached wage rate determination as issued by the United States Department of Labor.  
18 The BIDDER further acknowledges and accepts their requirement to incorporate the  
19 provision to pay the established prevailing wages in every subcontract agreement entered  
20 into by the Bidder under this project.  
21
- 22 k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract,  
23 the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he  
24 has not submitted a complete compliance report within 12 months proceeding the date of  
25 award. This report is required if the Contractor/Subcontractor meets all of the following  
26 conditions:  
27 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.  
28 2. Has 50 or more employees.  
29 3. Is a prime contractor or first tier subcontractor.  
30 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or  
31 more  
32

### 33 **REPRESENTATIONS BY BIDDER**

34  
35 By submittal of a proposal (bid), the BIDDER represents the following:  
36

- 37 a. The BIDDER has read and thoroughly examined the bid documents including all  
38 authorized addenda.  
39
- 40 b. The BIDDER has a complete understanding of the terms and conditions required for the  
41 satisfactory performance of project work.  
42
- 43 c. The BIDDER has fully informed themselves of the project site, the project site conditions  
44 and the surrounding area.  
45
- 46 d. The BIDDER has familiarized themselves of the requirements of working on an  
47 operating airport and understands the conditions that may in any manner affect cost,  
48 progress or performance of the work  
49
- 50 e. The BIDDER has correlated their observations with that of the project documents.  
51  
52

- 1 f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project  
2 documents, except as previously submitted in writing to the owner that would affect cost,  
3 progress or performance of the work.  
4  
5 g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and  
6 regulations pertaining to execution of the contract and the project work.  
7  
8 h. The BIDDER has complied with all requirements of these instructions and the  
9 associated project documents.  
10

11 **CERTIFICATIONS BY BIDDER**  
12

- 13 a. The undersigned hereby declares and certifies that the only parties interested in this  
14 proposal are named herein and that this proposal is made without collusion with any other  
15 person, firm or corporation. The undersigned further certifies that no member, officer or  
16 agent of OWNER'S has direct or indirect financial interest in this proposal.  
17

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

19 The BIDDER, as a potential federally-assisted construction contractor, certifies that it does  
20 not maintain or provide, for its employees, any segregated facilities at any of its  
21 establishments and that it does not permit its employees to perform their services at any  
22 location, under its control, where segregated facilities are maintained. The BIDDER  
23 certifies that it will not maintain or provide, for its employees, segregated facilities at any of  
24 its establishments and that it will not permit its employees to perform their services at any  
25 location under its control where segregated facilities are maintained. The Bidder agrees  
26 that a breach of this certification is a violation of the Equal Opportunity Clause, which is to  
27 be incorporated in the contract.  
28

29 As used in this certification, the term "segregated facilities" means any waiting rooms,  
30 work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks,  
31 locker rooms and other storage or dressing areas, parking lots, drinking fountains,  
32 recreation or entertainment areas, transportation, and housing facilities provided for  
33 employees which are segregated on the basis of race, color, religion, or national origin  
34 because of habit, local custom, or any other reason. The Bidder agrees that (except  
35 where it has obtained identical certifications from proposed subcontractors for specific time  
36 periods) it will obtain identical certifications from proposed subcontractors prior to the  
37 award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the  
38 Equal Opportunity Clause and that it will retain such certifications in its files.  
39

40 c. **Trade Restriction Certification:** (49 CFR Part 30)

41 The Bidder, by submission of an offer certifies that it:

- 42 1. is not owned or controlled by one or more citizens of a foreign country included in  
43 the list of countries that discriminate against U.S. firms published by the Office of the  
44 United States Trade Representative (USTR);  
45 2. has not knowingly entered into any contract or subcontract for this project with a  
46 person that is a citizen or national of a foreign country on said list, or is owned or  
47 controlled directly or indirectly by one or more citizens or nationals of a foreign  
48 country on said list;  
49 3. has not procured any product nor subcontracted for the supply of any product for  
50 use on the project that is produced in a foreign country on said list.  
51  
52  
53

1 d. **Certificate Regarding Debarment and Suspension (Bidder or Offeror)**  
2 By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at  
3 the time the bidder or offeror submits its proposal that neither it nor its principals are  
4 presently debarred or suspended by any Federal department or agency from  
5 participation in this transaction.  
6

7 e. **Certification Regarding Debarment and Suspension (Successful Bidder Regarding**  
8 **Lower Tier Participants)**  
9 The successful bidder, by administering each lower tier subcontract that exceeds  
10 \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered  
11 transaction" under the project is not presently debarred or otherwise disqualified from  
12 participation in this federally assisted project. The successful bidder will accomplish this  
13 by:  
14 1. Checking the System for Award Management at website: <http://www.sam.gov>  
15 2. Collecting a certification statement similar to the Certificate Regarding Debarment  
16 and Suspension (Bidder or Offeror), above.  
17 3. Inserting a clause or condition in the covered transaction with the lower tier contract  
18

19 If the FAA later determines that a lower tier participant failed to tell a higher tier that it  
20 was excluded or disqualified at the time it entered the covered transaction, the FAA may  
21 pursue any available remedy, including suspension and debarment.  
22

23 f. **Lobbying and Influencing Federal Employees**  
24 The bidder or offeror certifies by signing and submitting this bid or proposal, to the best  
25 of his or her knowledge and belief, that:  
26  
27 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the  
28 bidder or offeror, to any person for influencing or attempting to influence an officer or  
29 employee of an agency, a Member of Congress, an officer or employee of  
30 Congress, or an employee of a Member of Congress in connection with the  
31 awarding of any Federal contract, the making of any Federal grant, the making of  
32 any Federal loan, the entering into of any cooperative agreement, and the extension,  
33 continuation, renewal, amendment, or modification of any Federal contract, grant,  
34 loan, or cooperative agreement.  
35  
36 2) If any funds other than Federal appropriated funds have been paid or will be paid to  
37 any person for influencing or attempting to influence an officer or employee of any  
38 agency, a Member of Congress, an officer or employee of Congress, or an  
39 employee of a Member of Congress in connection with this Federal contract, grant,  
40 loan, or cooperative agreement, the undersigned shall complete and submit  
41 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its  
42 instructions.  
43

44 This certification is a material representation of fact upon which reliance was placed when  
45 this transaction was made or entered into. Submission of this certification is a prerequisite  
46 for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.  
47 Any person who fails to file the required certification shall be subject to a civil penalty of  
48 not less than \$10,000 and not more than \$100,000 for each such failure.  
49

50 g. **Buy American Certification: (Title 49 U.S.C. Chapter 501)**  
51 As a condition of bid responsiveness, the bidder must indicate how it intend to comply  
52 with the Buy American preferences established under Title 49 U.S.C. Section 50101.  
53 The bidder must complete the attached Buy American certification. If the bidder

1 requests a permissible waiver to the Buy America requirements, the Bidder identified  
2 with the apparent low bid must submit a formal waiver request and component cost  
3 calculation within the prescribed time identified on the Buy American certification.  
4

5 h. The undersigned agrees to comply with all current and applicable federal, state and local  
6 rules and regulations governing the safety of men and materials during its operations  
7 including observing the requirements of the Occupational Safety and Health Administration  
8 (OSHA).  
9

10 i. If there is an additional charge for the insurance naming the City of Abilene and the  
11 Engineer as an additional insured, the amount must be shown here. The amount shown  
12 will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance  
13 company does not charge an extra fee for naming the City of Abilene and the Engineer as  
14 an additional insured per the Special Provisions. \$ 0.00  
15

16 j. The undersigned bidder/offeror has satisfied the requirements of the bid specification in  
17 the following manner. (Please fill in the appropriate box)

- 18 • The bidder/offeror is committed to a minimum of 5.7 % DBE utilization  
19 on this contract.
  
- 20 • The bidder/offeror, while unable to meet the DBE goal of \_\_\_\_\_%, hereby  
21 commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and also  
22 will submit documentation, as an attachment to the DBE Utilization  
23 Statement, demonstrating good faith efforts (GFE).  
24

25 **ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS**

26  
27 The following documents are attached to and made a part of this Bid:

- 28 1. Bid Guaranty in the form of \_\_\_\_\_ 5% BID BOND \_\_\_\_\_ ;
- 29 2. Buy American Certification Form: Signature and company name required.
- 30 3. DBE forms "Utilization Statement" and "Letter of Intent". Note that the subcontractor's  
31 signature on the Letter of Intent is not required to be attached, but must be submitted  
32 within 2 working days of the bid opening.  
33

34  
35  
36  
37 The undersigned agrees to submit the following documents within 2 working days of the bid  
38 opening. The undersigned agrees that these documents will be made a part of this Bid.

- 39 4. Signature from each proposed DBE subcontractor on the previously submitted DBE  
40 "Letters of Intent".  
41
- 42 5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed  
43 DBE goal is met, submittal of evidence of good faith efforts is not required.  
44  
45  
46  
47

1 The undersigned acknowledges receipt of the following addenda:

2  
3 Addendum Number 1 dated 5/9/14

4  
5 Addendum Number      dated                     

6  
7  
8  
9 Business: APAC-KANSAS, INC., SHEARS DIVISION

By:   
(Signature of Authorized Officer)

V.G. Hopkins  
(Printed Name)

10  
11  
12  
13  
14  
15  
16 Address: PO BOX 1095

Title: Vice-President

17  
18 City, State, Zip SALINA KS 67402-1095

Federal ID No. 58-1401475

19  
20 Phone 785.823.5537

21  
22 Fax 785.823.1615

23  
24

1 **Certificate of Buy American Compliance**

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

3

PROJECT NAME:	Runway 17/35 Whitetop and Lighting
AIRPORT NAME:	Abilene Municipal Airport
AIP NUMBER:	3-20-0001-009

4  
5 The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be  
6 obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United  
7 States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article,  
8 Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide  
9 Buy American Waivers Issued list.

10  
11 As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this  
12 certification statement with their proposal. The bidder must sign and date the certification. The  
13 bidder/offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the  
14 following certification statements. These statements are mutually exclusive. Bidder must select one or the  
15 other (i.e. not both) by inserting a checkmark (✓) or the letter "X".  
16

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

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

- 24 1. To provide to the Owner evidence that documents the source and origin of the steel and
- 25 manufactured product.
- 26 2. To faithfully comply with providing US domestic products
- 27 3. To refrain from seeking a waiver request after establishment of the contract, unless
- 28 extenuating circumstances emerge that the FAA determines justified.
- 29

- 30  The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of  
31 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b).  
32 By selecting this certification statement, the apparent bidder or offeror with the apparent low bid  
33 agrees:

- 34 1. To the submit to the Owner within 7 calendar days of the bid opening, a formal waiver request
- 35 and required documentation that support the type of waiver being requested.
- 36 2. That failure to submit the required documentation within the specified timeframe is cause for a
- 37 non-responsive determination may results in rejection of the proposal.
- 38 3. To faithfully comply with providing US domestic products at or above the approved US
- 39 domestic content percentage as approved by the FAA.
- 40 4. To furnish US domestic product for any waiver request that the FAA rejects.
- 41 5. To refrain from seeking a waiver request after establishment of the contract, unless
- 42 extenuating circumstances emerge that the FAA determines justified.
- 43

44 **Required Documentation**

45 **Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more that  
46 60% of the cost of all components and subcomponents of the "item" or "facility". The required  
47 documentation for a type 3 waiver is:

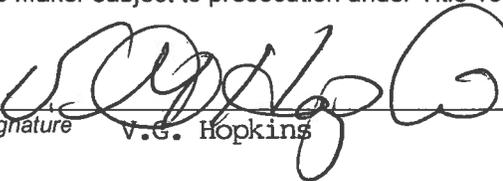
- 48 a) Listing of all manufactured products, product components and subcomponents that are not
- 49 comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy
- 50 American Waivers Issued listing and products excluded by Federal Acquisition Regulation
- 51 Subpart 25.108; products of unknown origin must be considered as non-domestic products in their
- 52 entirety)

- 1 b) Cost of non-domestic components and subcomponents, excluding labor costs associated with  
2 final assembly and installation at project location.  
3 c) Percentage of non-domestic component and subcomponent cost as compared to total "item" or  
4 "facility" component and subcomponent costs, excluding labor costs associated with final  
5 assembly at place of manufacture and installation at project location.  
6

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

- 9 a) Detailed cost information for total project using US domestic product  
10 b) Detailed cost information for total project using non-domestic product  
11

12 **False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the  
13 Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render  
14 the maker subject to prosecution under Title 18, United States Code.  
15

16  
17  
18   
19 Signature V.G. Hopkins

20  
21  
22  
23 May 15, 2014  
24 Date

25  
APAC-KANSAS, INC., SHEARS DIVISION  
Bidder's Firm Name

Vice-President  
Title

1 **Buy American Waiver Request**

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

3 **For Airfield Development Projects funded under the**  
4 **Airport Improvement Program**

5 Type of Waiver Request:

6 The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4).  
7 The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby  
8 advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The  
9 bidder must select one of the following applicable waiver provisions:

- 10  Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based  
11 upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that  
12 % of the cost of components and subcomponents comprising the equipment are produced in  
13 the United States and that final assembly occurs within the United States. (*Bidder must attach*  
14 *a copy of the component cost calculation table*)

15  
16 Equipment: \_\_\_\_\_  
17

- 18  Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon  
19 Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of  
20 the overall project by more than 25%. (*Note: This type of waiver is very rare*)  
21

22 Certification Signature

23 In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above  
24 certification and attached documentation.  
25

26 \_\_\_\_\_  
27 Bidder's Firm Name

\_\_\_\_\_ Date

28  
29 \_\_\_\_\_  
30 Signature  
31

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
  - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
  - b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
  - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
  - d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: [http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

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

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.



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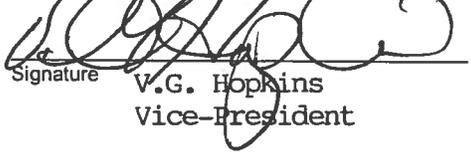
**UTILIZATION STATEMENT  
(DBE Participation Form)  
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box)

- The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of \_\_\_\_\_%, hereby commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

APAC-KANSAS INC., SHEARS DIVISION  
Bidders/Offeror's Firm Name

  
Signature V.G. Hopkins  
Vice-President

May 15, 2014  
Date

**DBE UTILIZATION SUMMARY**

	<u>Contract Amount</u>		<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ 0.00	x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ 106,535.94	x 1.00 =	\$ 106,535.94	5.7 %
DBE Supplier	\$ 0.00	x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ 0.00	x 1.00 =	\$ _____	_____ %
Total Amount DBE			\$ 106,535.94	5.7 %
DBE Goal				_____ %

\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.



**KANSAS STATEWIDE CERTIFICATION PROGRAM**

**CERTIFIES**

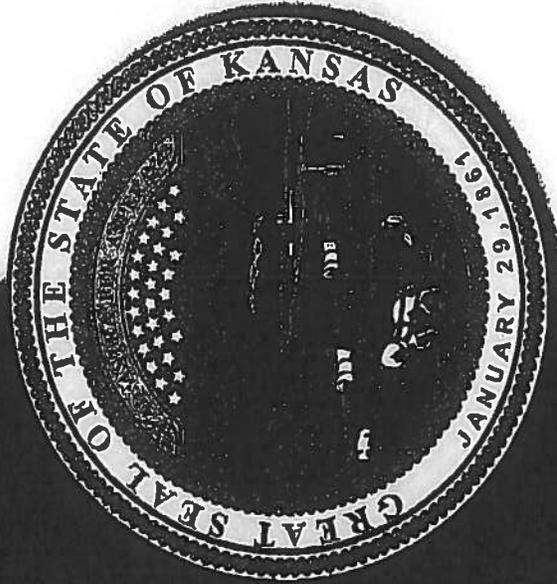
*Cillessen & Sons, Inc.*

*Disadvantaged Business Enterprise (DBE)/Woman Business Enterprise (WBE)*

NAICS Code/Work Type(s): 237310-Highway, Street & Bridge Construction

2/19/2014

Effective Date



*Rhonda Harris*

Rhonda Harris, Director  
Office of Minority & Women Business  
Kansas Department of Commerce

*Doria Watson*

Doria Watson, Administrator  
Office of Contract Compliance  
Kansas Department of Transportation

**LETTER OF INTENT**  
**Disadvantage Business Enterprise**  
*(This page shall be submitted for each DBE firm)*

**Bidder/Offer**

Name: APAC-KANSAS, INC., SHEARS DIVISION  
 Address: PO BOX 1095  
 City: SALINA State: KS Zip: 67402-1095

**DBE Firm:**

DBE Firm: PERRY FULSOM CONST. INC.  
 Address: 858 BLACKJACK  
 City: GRENOLA State: KS. Zip: 67346

**DBE Contact Person:**

Name: PERRY FULSOM Phone: (620) 441-2773

**DBE Certifying Agency:**

KDOT Expiration Date: —

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:**

- Prime Contractor     
  Subcontractor     
  Joint Venture  
 Manufacturer     
  Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total
BASE BID	SEE ATTACHED DETAIL		\$38,064.00
ALT. ITEMS	SEE ATTACHED DETAIL		\$ 8,978.00

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount:

Base Bid Only \$ 38,064.00  
 Base Bid and Alt #1 \$ 47,042.00

Percent of total contract:

Base Bid Only 2.0%  
 Base Bid and Alt #1 1.9%

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Perry Fulsom (Signature) owner (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

620-358-2813  
 Cell: 620-441-2773  
 Fax: 620-358-2948

**Perry Fulson Construction, Inc.**  
 Certified DBE

858 Blackjack  
 Grenola, KS 67346  
 fulsompe@gmail.com

Quotation on Materials & Labor for Project: No. 3-20-0001-009

County: DICKINSON Co. State: ARTLENE, KANSAS

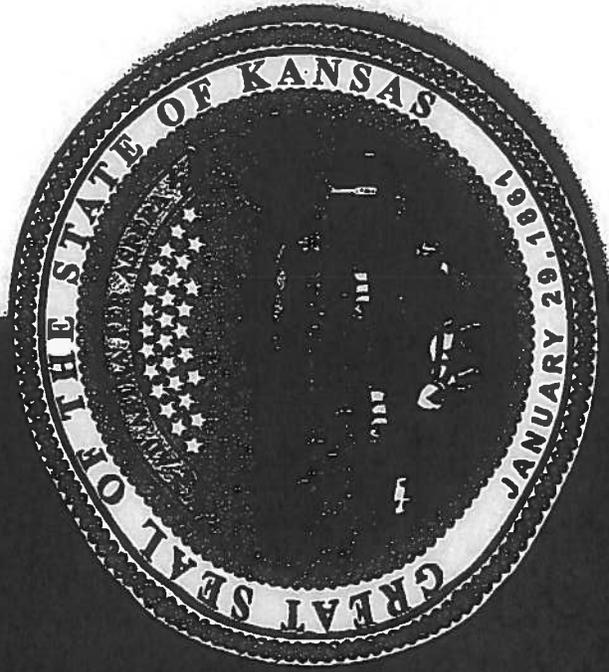
To: \_\_\_\_\_

No.	Bidding Item	Approximate Quantity	Unit	Unit		Amount	
				Dollars	Cents	Dollars	Cents
1	MOB	1	L.S.	1200	00	1200	00
10	SILT FENCE	4100	L.F.	2	50	10,250	00
37	COVER CROP SEEDING	8.2	AC.	100	00	820	00
38	SEEDING	8.2	A.C.	1200	00	9840	00
39	MULCHING	6.8	A.C.	400	00	2720	00
40	E.C. KDOT 1C	6,617	SY	2	00	13,234	00
ALTERNATE BID						<u>\$ 38,064</u>	
AB	SILT FENCE	736	L.F.	2	50	1840	00
A30	COVER CROP SEEDING	1.6	A.C.	100	00	160	00
A31	SEEDING	1.6	A.C.	1200	00	1920	00
A32	MULCHING	1.2	A.C.	400	00	480	00
A33	E.C. KDOT 1C	2019	SY	2	00	4038	00
A34	E.C. KDOT 2E	108	SY	5	00	540	00
						<u>\$ 8978.00</u>	
Grand Total							

800  
 For  
 Punch

*Perry Fulson*

# KANSAS STATEWIDE CERTIFICATION PROGRAM



## CERTIFIES

*Perry Fulsom Construction Co., Inc.*

*Disadvantaged Business Enterprise (DBE)/Minority Business Enterprise (MBE)*

NAICS Code/Work Type(s): 561730-Landscaping Services

2/22/2012

Effective Date

*Rhonda Harris*

Rhonda Harris, Director  
Office of Minority & Women Business  
Kansas Department of Commerce

*Doria Watson*

Doria Watson, Administrator  
Office of Civil Rights  
Kansas Department of Transportation

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-KANSAS, INC., SHEARS DIVISION

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF ABILENE KANSAS

as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE BASE AMOUNT BID

Dollars (\$ 5% OF BID ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for AIP 3-20-001-009 ABILENE AIRPORT

WHITETOP AND LIGHTING PROJECT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 15th day of MAY, 2014



Signature of witness (Witness)

APAC-KANSAS, INC., SHEARS DIVISION (Principal) V.G. Hopkins (Title) Vice-President

FEDERAL INSURANCE COMPANY (Surety) (Seal) James D. Hendrix (Title) Attorney-In-Fact

Signature of witness (Witness)



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Chad A. Girard, Ross A. Weber, V.G. Hopkins, James D. Hendrix, Dean McDaniel, L. James Ralston, Tom Stivers, Randall K. Hattesoehl and Steven L. Collins of Hutchinson, Kansas**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Kansas, Inc. (DBA – Shears Division)** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **April, 2013**.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*David B. Norris, Jr.*

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **23rd** day of **April, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No 2316685  
Commission Expires July 16, 2014

*Katherine J. Adelaar*

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **15th** day of **May, 2014**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com