

SAVANNAH/HILTON HEAD INTERNATIONAL AIRPORT



BIDDING AND CONTRACT REQUIREMENTS, GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

FOR

TERMINAL APRON EXPANSION

**CITY OF SAVANNAH EVENT NO. 5949
FAA AIP No. 3-13-0100-TBD-2018
AECOM PROJECT NO. 60553617**

ISSUED FOR BID

MARCH 2018

TERMINAL APRON EXPANSION

for

SAVANNAH/HILTON HEAD INTERNATIONAL AIRPORT SAVANNAH, GEORGIA

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**NOTICE/INSTRUCTION
TO BIDDERS**

SAVANNAH AIRPORT COMMISSION

NOTICE TO BIDDERS

Sealed proposals, in duplicate, will be received by the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission in the office of the City Purchasing Agent, 1375 Chatham Parkway, Second Floor, Savannah, Georgia 31405 until **April 17, 2018, 1:30 p.m.** local time, at which time and place all proposals received will be publicly opened and read aloud.

Bidders are invited to submit proposals for:

TERMINAL APRON EXPANSION

CITY OF SAVANNAH EVENT NO.: **5949**

The scope of work for this project includes the expansion of the terminal apron southernly to support relocated RON aircraft parking positions. The project includes flexible and rigid pavement demolition and construction, earthwork, drainage, airfield lighting and signage, fencing and sodding.

Bidders are invited to submit Proposals for this work on the Proposal Forms provided. Other proposal forms will not be accepted.

The complete examination and understanding of the contract documents consisting of the plans and specifications, and all addenda or other revisions, and site of the proposed work is necessary to properly submit a Proposal. Contract documents consisting of the plans and specifications, and all addenda or other revisions are available for examination or may be obtained from the offices of the Savannah Airport Commission, 400 Airways Avenue, Savannah/Hilton Head International Airport, Savannah, Georgia 31408, Phone (912) 964-0514. There is a charge of **\$50.00** for a CD of the plans and specifications. Please make checks payable to Savannah Airport Commission. Credit card payment is also accepted. This cost is non-refundable.

A **pre-bid** conference for bidders will be conducted in the Savannah Airport Commission Conference Room, Third Floor, Savannah/Hilton Head International Airport, Savannah, Georgia on **April 3, 2018 at 1:00 p.m.**

A Bid Bond in the form as bound in the Contract Documents or Certified Check in the amount of not less than five percent (5%) of the total amount bid must accompany each Bid.

Successful Bidder shall be required to execute and to provide a Payment Bond and Performance Bond each in an Amount of not less than one hundred percent (100%) of

the total value of the Contract awarded, with a satisfactory surety or sureties for the full and faithful performance of the work. If the total value of the contract is less than \$100,000.00, a Payment bond or Performance Bond may not be required.

This Project is a Federal Aid Project under the provisions of the Airport and Airways Safety and Capacity Expansion Act of 1987. Certain mandatory Federal requirements are included in the Contract Documents. The Bidder's attention is also invited to the General Conditions, Section 130 – REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS pertaining to Federal requirements regarding labor provisions, minimum wage rates, Equal Employment Opportunity (EEO) and Disadvantaged Business Enterprise (DBE) requirements.

The Savannah Airport Commission, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

It is the policy of the Savannah Airport Commission that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract.

The Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all Contractors shall take all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises have an equal opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, or national origin or sex in the award and performance of FAA assisted contracts.

By submitting a Bid under this Solicitation, except for those items listed by the offerer on a separate and clearly identified attachment to the Bid, the offerer certifies that steel and each manufactured product is produced in the United States (as defined in the clause Buy America - Steel and Manufactured Products for Construction Contract) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

The Contractor, or any subcontractor, submitting a bid for utility contracting, as defined

in O.C.G.A. Section 43-14-2 to a utility system as defined in said section, shall conform to O.C.G.A. Section 43-14-8.2 et seq. with reference to Utility Contractor's Licenses. Utility contracting means a proposal to perform utility work to a utility system as defined in O.C.G.A. Section 43-14-2(17).

No bid may be withdrawn after closing time for the receipt of Proposals for a period of ninety (90) days.

This is a bid for construction and therefore the City's local vendor preference ordinance will not apply.

The Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission reserve the right to waive any informalities, irregularities, and/or technicalities in or reject any and all bids and/or to award or refrain from awarding the Contract for the Work.

Mayor and Aldermen of the
City of Savannah and the
Savannah Airport Commission

Dated: _____

By: _____
Purchasing Director

INSTRUCTIONS TO BIDDERS

I. GENERAL

- A. This Project is to be financed in part by a grant from the United States under the Airport and Airway Safety and Capacity Act of 1987, **F.A.A. A.I.P. Project No. 3-13-0100-TBD-2018**. The award of a Contract is subject to the approval of the Federal Aviation Administration.
- B. Licenses. The successful Bidder must be a licensed as required by the Georgia state licensing board and shall be required to obtain any and all necessary licenses or permits to conduct the work as may be prescribed by the State of Georgia and by the City of Savannah.
- C. Testing Lab Accreditation. All federally funded construction projects costing \$250,000 and more require that the testing laboratory be accredited in accordance with AC 150/5370-10G, dated July 21, 2014.
- D. Examination of Conditions Affecting Work. Prior to submitting a Proposal, each Bidder shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, codes, ordinances, rules and regulations that will affect his work. Bidders shall visit the site, examine the grounds and all existing buildings, utilities, and roads, and shall ascertain by any reasonable means all conditions that will in any manner affect the work. The drawings have been prepared on the basis of surveys and inspections of the site, and represent an essentially accurate indication of the physical conditions at the site. This, however, shall not relieve the Bidders of ascertaining for themselves the conditions or expected site conditions for construction of the project. The Owner will not be responsible for any unforeseen conditions of the site encountered during construction.
- E. Nondiscrimination and Segregated Facilities
 - 1. Bidders must comply with the President's Executive Order No. 11246, amended by 13672 on July 21, 2014, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.
 - 2. Each Bidder shall complete, sign and include in his Bid Proposal the Equal Opportunity Report Statement. When a determination has been made to award a Contract to a specific Contractor, such Contractor shall, prior to award, after award or both, furnish such other pertinent information regarding his own employment policies and practices as well as those of his proposed subcontractors as the FAA, or the Secretary of Labor, the City of Savannah or the Savannah Airport Commission may require. All such information required of a subcontractor shall be furnished by the Contractor.

3. The Equal Opportunity Report Statement, Certification of Non-Segregated Facilities, Equal Opportunity Clause, and all other EEO requirements shall be included in all non-exempt subcontracts entered into by the Contractor. Subcontracts entered into by the Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to a non-complying subcontractor.
4. In addition, the Contractor will also insert in each of his subcontracts a clause requiring the subcontractor to include these provisions in any lower tier subcontracts that may in turn be made.

F. Compliance with Law

1. Bidders must comply with Title IV of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act and the Contract Work Hours Standard Act.
2. Bidders shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state bidders is not allowed.
3. **Employment Eligibility Verification**
Pursuant to the "Georgia Security and Immigration Compliance Act of 2006," O.C.G.A. Section 13-10-91, public employers and their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the "Employment Eligibility Verification (EEV) Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://www.vis-dhs.com/EmployerRegistration>. Bidders shall comply with this new rule, and must submit with their bid the form titled, "Contractor Affidavit and Agreement", page I-2(a). After the contract has been awarded, the Contractor shall secure from all subcontractors the form titled "Subcontractor Affidavit and Agreement", page I-2(b), which must be submitted to the Savannah Airport Commission prior to the subcontractor beginning work at the site.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Savannah Airport Commission has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Savannah Airport Commission, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Savannah Airport Commission the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

Company Name

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, _____

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

INSTRUCTIONS TO BIDDERS

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the Savannah Airport Commission has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

Company Name

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, _____

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

G. General Bond Requirements

1. The Bid Bond shall be five percent (5%) of the total amount of the bid. Only the Bid Bond as bound within these documents or a Certified Check is acceptable. **No other form will be accepted.**
2. Payment Bond and Performance Bond shall be one hundred percent (100%) of the total value of the contract. Only the Payment and Performance Bond as bound within and made a part of the specifications and these documents are acceptable. **No other form will be accepted.** If the total value of the contract is less than \$100,000.00, a Payment bond or Performance Bond may not be required.
3. The Bid Bond, Payment Bond, and Performance Bond and bond Affidavit shall be countersigned by a Georgia Resident Agent. The Georgia Resident Agent shall furnish their Georgia License Number in the space provided.

H. Insurance Requirements

1. Insurance requirements shall be as specified in the SUPPLEMENTARY GENERAL CONDITIONS.

II. PREPARATION AND SUBMISSION OF PROPOSALS

- A. Sealed proposals, in duplicate, for the construction of the project will be received until **1:30 PM, local time, April 17, 2018.**
- B. The Proposal shall be on the "Proposal Form" provided; no other forms are acceptable.
- C. Each Bidder shall present his Proposal in a sealed opaque envelope and marked at the lower left hand corner Proposal for Airport Improvements, **"TERMINAL APRON EXPANSION**, Savannah/Hilton Head International Airport, FAA AIP Project No. **3-13-0100-TBD-2018**, City of Savannah Event No. **5949**" with the name of the bidder.

Proposals in duplicate shall be delivered to the office of the Director of Purchasing, City of Savannah, 1375 Chatham Parkway, Second Floor, Savannah, GA 31405.

- D. The Bidder's envelope shall contain the signed original and one complete copy of the following documents:
 1. Bidder's Checklist (P-0.1)

2. Proposal Form
 3. Bid Schedule
 4. Bid Bond or Certified Check
 5. Equal Employment Opportunity Statement
 6. Disadvantaged Business Enterprise Requirements
 7. Disadvantaged Business Enterprise Assurance
 8. Certificate of Non-Segregated Facilities
 9. Buy American Certificate (Jan. 1991)
 10. Bidder Qualification Questionnaire
 11. DBE Subcontractor List
 12. DBE Notification of Intent to Subcontract
- E. Proposals shall be submitted as indicated by the "Proposal Form" and shall be signed in ink by an official of the firm submitting the proposal.
- F. Erasures or other changes in a Proposal shall be explained or noted over the signature of the Bidder.
- G. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the Bid, or irregularities of any kind, may be rejected by the Owner as being incomplete and not qualified for consideration.
- H. Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him with the usual signature.
- I. A Proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.
- J. A Proposal submitted by a Corporation shall be signed by the legal name of the Corporation, followed by the state of incorporation and the title designation of the Corporation in legal matters. The name of each person signing the proposal shall be typed or printed below the signature.
- K. A Power of Attorney or other satisfactory evidence of the authority of the officer signing on behalf of the Corporation shall be furnished for the Owner's records.
- L. The Proposal must be accompanied by a Bid Bond executed on the form provided or a Certified Check payable to the Savannah Airport Commission in an amount equal to not less than five percent (5%) of the bid. If a bidder is awarded the Contract, but fails, refuses, or neglects to execute the Contract or to furnish the required Payment and Performance Bonds within ten (10) days after receipt of written Notice of Award, then the amount of this Bond or check shall be paid to, or retained by, the Owner as liquidated

damages, although not as a penalty.

- M. Acknowledgment of receipt of all Addenda shall be made by each Bidder in the space provided in the Proposal Form.
- N. The Bidder is required to fill in all the blank spaces on the Proposal and Bid Schedule.

III. INTERPRETATIONS

- A. Each Bidder shall carefully examine the Contract Documents consisting of the Plans and Specifications, and all addenda or other revisions and thoroughly familiarize himself with the detailed requirements prior to submitting a Proposal. Should a Bidder find discrepancies or ambiguities in, or omission from Contract Documents, or should he be in doubt as to their meaning, he shall at once and, in any event not later than ten (10) days prior to bid date, notify the Savannah Airport Commission who will send written addenda to all Bidders. The Savannah Airport Commission will not be responsible for any oral instructions. All addenda sent to Bidders will become a part of the Contract Documents.
- B. All inquiries shall be directed to the Executive Director, Savannah Airport Commission, Savannah/Hilton Head International Airport, 400 Airways Avenue, Savannah, Georgia 31408, Telephone Number (912) 964-0514, and FAX No. (912) 964-0877. No allowance will be made after Bids are received for oversight by Bidder.
- C. Where a discrepancy occurs between the prices quoted in words and/or in numbers, the unit price written in words shall govern the final costs or award of Contract.

IV. MODIFICATIONS AND/OR WITHDRAWALS OF PROPOSALS

- A. A bid may not be modified, withdrawn, or canceled by the Bidder during a ninety (90) calendar day period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his bid.
- B. Negligence on the part of the Bidder in the preparation of his Proposal shall not be grounds for the modification or withdrawal of a Proposal after the time set for Bid opening.

V. ACCEPTANCE/REJECTION OF BIDS

- A. This is a bid for construction and therefore the City's local vendor preference ordinance will not apply.

- B. The Contractor, or any subcontractor, submitting a bid for utility contracting, as defined in O.C.G.A. Section 43-14-2 to a utility system as defined in said section, shall conform to O.C.G.A. Section 43-14-8.2 et seq. with reference to Utility Contractor's Licenses. Utility contracting means a proposal to perform utility work to a utility system as defined in O.C.G.A. Section 43-14-2(17).
- C. The Owner proposes to award the Contract to the lowest qualified Bidder, Prospective Contractor or Contractor submitting a reasonable Bid provided the Bidder, Prospective Contractor or Contractor has met the goals for DBE participation or, if failing to meet the goals, the Bidder, Prospective Contractor or Contractor has documented an acceptable good-faith effort to meet the established goals for the DBE participation. The Bidder, Prospective Contractor or Contractor is advised that the Owner has sole authority to determine if the Bidder, Prospective Contractor or Contractor has made an acceptable good effort toward meeting DBE goals to qualify for Contract award. The Owner has the right to reject any and all bids submitted.
- D. The Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission reserve the right to waive any informalities, irregularities, or technicalities in or reject any and all bids and/or to award or refrain from awarding the Contract for the Work.

END OF INSTRUCTIONS TO BIDDERS

SECTION 2

PROPOSAL

BIDDER'S CHECKLIST

THIS CHECKLIST MUST BE ATTACHED AS THE COVER SHEET TO YOUR BID PRIOR TO SEALING YOUR BID AND SUBMITTING IT TO THE OFFICE OF THE PURCHASING DIRECTOR. IF THIS CHECKLIST IS NOT ATTACHED, YOUR BID WILL BE DISQUALIFIED. IF THIS CHECKLIST IS INCOMPLETE OR IF ANY ITEM CANNOT BE VERIFIED AS BEING INCLUDED WITH YOUR BID, YOUR BID WILL BE DISQUALIFIED.

NAME AND ADDRESS: _____

CITY OF SAVANNAH EVENT NUMBER: **5949**
PROJECT NAME: **TERMINAL APRON EXPANSION**

INSTRUCTIONS TO BIDDERS

The contents of your bid package must be clearly marked and submitted IN THE FOLLOWING ORDER: 1) acknowledgement of addendum, 2) bid bond, 3) the bid proposal page, 4) DBE goals, 5) DBE good faith efforts, and 6) Total amount of bid. Please place a check mark in the appropriate space and indicate the number of addendums received:

- 1) Addendum received. _____Yes _____No
Indicate number of addendums received: _____
- 2) Bid Bond enclosed? _____Yes _____No
Form of bid bond: ____Surety Bond ____Cashier's Check ____Certified Check
- 3) Are all signature pages of the bid proposal signed? _____Yes _____No
- 4) DBE contract goal will be met: _____Yes _____No
- 5) DBE contract goal will not be met; but a documented Good Faith Effort is attached: _____Yes _____No
- 6) Total Amount of Bid: \$ _____

IF THE FOLLOWING DOCUMENTS ARE NOT COMPLETED AND ENCLOSED WITH THE BID PACKAGE, THE BID WILL BE DISQUALIFIED. CHECK APPROPRIATE SPACE:

- | | | |
|---|----------|---------|
| 1. Bidders Checklist | _____Yes | _____No |
| 2. Proposal Form | _____Yes | _____No |
| 3. Bid Schedule | _____Yes | _____No |
| 4. Bid Bond or Certified Check | _____Yes | _____No |
| 5. Equal Employment Opportunity Statement | _____Yes | _____No |
| 6. Disadvantaged Business Enterprise Requirements | _____Yes | _____No |
| 7. Disadvantaged Business Enterprise Assurance Form | _____Yes | _____No |
| 8. DBE Subcontractor List | _____Yes | _____No |
| 9. DBE Notification of Intent to Subcontract | _____Yes | _____No |
| 10. Certificate of Non-Segregated Facilities | _____Yes | _____No |
| 11. Buy American Certificate (January 1991) | _____Yes | _____No |
| 12. Bidder Qualification Questionnaire | _____Yes | _____No |

Certified By: _____
(Name) (Title)

(Signature)

FOR CITY USE ONLY

Verification of Bid Package Content:

1) Addendum Received: _____Yes _____No

Indicate number of Addendums Received: _____

2) Bid Bond Enclosed: _____Yes _____No

Form of bid bond: ____Surety Bond ____Cashier's Check ____Certified Check

3) Bid Proposal Pages Signed: _____Yes _____No

I certify that the above items were/were not included with the attached bid at the time and place of the bid opening.

Title

Signature

Date

SAVANNAH AIRPORT COMMISSION

PROPOSAL FORM

TO: Mayor and Aldermen of the
City of Savannah and the
Savannah Airport Commission

FROM:

Bidder's Name

Address

City, State and Zip Code

(Date)

(Phone Number)

- A. The undersigned, as Bidder, does hereby declare that he has familiarized himself with the local conditions affecting the cost of the work, the Contract Documents including the "Notice to Bidders", "Instructions to Bidders", "Proposal", "Bid Schedule", "General Conditions", "Supplementary General Conditions", and the specifications and drawings and other related construction documents, together with any addenda to such construction documents as listed herein (paragraph M) and hereby proposes to furnish all material and perform all work required in strict accordance with the provisions of documents noted above for the consideration of prices quoted in the "Bid Schedule" **(see page P6-1 thru P6-3)**.
- B. The undersigned understands that the quantities shown in the Bid Schedule are approximate only, are intended principally to serve as a guide in evaluating Proposals and are subject to either increase or decrease.
- C. The undersigned affirms that in making such Bid, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from bidding on said contract or work and further affirms that such bid is made without regard or reference to any other Bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

- D. The undersigned, when notified of the acceptance of this Proposal, does hereby agree to enter into a construction contract with the Owner, within ten (10) calendar days from the date on the Notice of Acceptance, for the execution of the work described in the period of time, and he shall furnish the required Certificates of Insurance, Performance Bond and Payment Bond, with good and sufficient Surety.
- E. The undersigned further agrees that if awarded the Contract he will commence the work within ten (10) calendar days after the date of the Notice to Proceed.
- F. In submitting this Bid, it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities, and to reject all Bids and to negotiate with apparent qualified low Bidder if necessary. It is agreed that THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS AFTER the opening thereof.
- G. The undersigned has attached hereto a Cashiers Check, or Bid Bond in the sum of _____ (\$ _____), payable to the Savannah Airport Commission, as required in the NOTICE TO BIDDERS, and the undersigned agrees, that in case he fails to fulfill his obligations under the foregoing Bid and Contract, the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission may, at its option, determine that the undersigned has abandoned his rights and interests in such Bid and that the Cashier's Check, or Bid Bond accompanying his Bid has been forfeited. Otherwise, the Cashier's Check or Bid Bond shall be returned to the undersigned upon the execution of the Contract and the acceptance of the Bonds and Insurance, or upon rejection of his bid.
- H. The undersigned affirms that he has completed, signed and included in his Bid Proposal the following:
1. Bidder's Checklist (see first paragraph of P-0.1)
 2. Proposal Form
 3. Bid Schedule
 4. Bid Bond (or Cashier's Check)
 5. Equal Employment Opportunity Report Statement
 6. Disadvantaged Business Enterprise Requirements
 7. Disadvantaged Business Enterprise Assurance Form
 8. Certificate of Non-Segregated Facilities
 9. Buy American Certificate (Jan. 1991)
 10. Bidder Qualification Questionnaire
 11. DBE Subcontractor List
 12. DBE Notification of Intent to Subcontract

A bid shall be considered unresponsive and shall be rejected if it fails to include these fully executed statements or if the Bidder fails to furnish required data.

When a determination has been made to award a Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information and assurances regarding his own employment policies and practices as well as those of his proposed subcontractors as the FAA, the Savannah Airport Commission, the City of Savannah, the Secretary of Labor, or the Office of Federal Contract Compliance (OFCC) may require.

- I. The Bidder shall furnish similar statements executed by each of his first tier and second tier subcontractors whose contracts equal ten thousand (\$10,000.00) dollars U.S. or more and shall obtain similar compliance by such subcontractors before awarding such subcontracts. No subcontract shall be awarded to any noncomplying subcontractor.
- J. The undersigned affirms that he has completed all of the blank spaces in the Bid Schedules with an amount in words and/or numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers, the unit price written in words, unless obviously incorrect, shall take precedence and govern the final costs or Award of Contract. In the case of a tie Bid Price, the Owner may negotiate a price with each low tie Bidder.
- K. The undersigned agrees that the contract lump sum shall be decreased or increased where planned quantities shown on the drawings are decreased or increased, and that such increase or decrease shall be determined by use of the appropriate unit price if shown on the applicable Bid Schedules.
- L. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U. S. Secretary of Labor and City of Savannah, were used in the preparation of this proposal.
- M. The undersigned acknowledges receipt of the following addenda:

| <u>ADDENDA NUMBER</u> | <u>DATED</u> |
|-----------------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

continued if require.....

- N. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the Date of Final Acceptance, unless otherwise specified within the Contract Documents.
- O. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U.S. Secretary of Labor and the City of Savannah, were used in the preparation of this Proposal.
- P. The legal status of the undersigned is: (The Bidder shall complete appropriate portion of form (1., 2., or 3.) and strike out the other two.)

a. A corporation duly organized and doing business under the laws of the State of _____, for whom bearing official title of _____, whose signature is affixed to this Bid, is duly authorized to execute contracts.

If a Foreign Corporation or non State of Georgia Corporation: date of qualification in _____ (State).

Name and address of Agent for Process: _____
(Process in the State of Georgia) _____

(Out of State Contractor shall also provide name and address of process agent in the State of Georgia.)

b. A partnership, all of the members of which, with addresses are: (Designate general partners as such.)

If all partners are non-residents of Georgia: Designate name and address of agent required for service of process located in the state Georgia.

c. An individual, whose signature is affixed to this bid. (If non-residents of Georgia. (Designate name and address of agent required for service of process located in the state of Georgia.)

Dated and signed at _____, _____,
_____, this _____ day of _____.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

BUSINESS ADDRESS: _____

PHONE NO. () _____

GEORGIA TAX
REGISTRATION NO. _____

WITNESS:

END OF PROPOSAL FORM

**TERMINAL APRON EXPANSION
SAVANNAH / HILTON HEAD INTERNATIONAL AIRPORT**

| NUM. | ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|-----------|---|----------|------|------------|--------|
| BID SCHEDULE FOR TERMINAL APRON EXPANSION | | | | | | |
| 1 | P-101-5.1 | PAVEMENT DEMOLITION (CONCRETE, ASPHALT & VALLEY GUTTER) | 1 | LS | | |
| 2 | P-101-5.2 | DRAINAGE DEMOLITION | 1 | LS | | |
| 3 | P-101-5.3 | ELECTRICAL DEMOLITION AND REMOVAL | 1 | LS | | |
| 4 | P-105-2.1 | MOBILIZATION | 1 | LS | | |
| 5 | P-152-4.1 | UNCLASSIFIED EXCAVATION | 31000 | CY | | |
| 6 | P-152-4.2 | OFFSITE BORROW | 2000 | CY | | |
| 7 | P-152-4.3 | SELECT SAND | 12000 | CY | | |
| 8 | P-152-4.4 | UNSUITABLE EXCAVATION | 2000 | CY | | |
| 9 | P-156-5.1 | STAKED SILT FENCE | 5000 | LF | | |
| 10 | P-209-5.1 | CRUSHED AGGREGATE BASE (6" THICK) (FOR 20' WIDE ASPHALT APRON SHOULDERS) | 4600 | SY | | |
| 11 | P-306-8.1 | LEAN CONCRETE BASE COURSE (6" THICK) | 42400 | SY | | |
| 12 | P-401-5.1 | ASPHALTIC CONCRETE (FOR 4" THICK (2-2" LIFTS), 20' WIDE ASPHALT APRON SHOULDERS) | 1000 | TONS | | |
| 13 | P-501-8.1 | PORTLAND CEMENT CONCRETE PAVEMENT (14" THICK) | 42250 | SY | | |
| 14 | P-602-5.1 | BITUMINOUS PRIME COAT | 1200 | GAL | | |
| 15 | P-620-5.1 | YELLOW PAINTING REFLECTIVE (WITH BEADS) (2 COATS REQUIRED) | 9000 | SF | | |
| 16 | P-620-5.2 | WHITE OR RED PAINTING REFLECTIVE (WITH BEADS) (2 COATS REQUIRED) | 4700 | SF | | |
| 17 | P-620-5.3 | BLACK OUTLINE FOR YELLOW OR WHITE PAINTING, NON-REFLECTIVE BLACK (WITHOUT BEADS) (2 COATS REQUIRED) | 31000 | SF | | |
| 18 | P-620-5.4 | MARKING REMOVAL | 1 | LS | | |
| 19 | D-701-5.1 | 30" RCP, CLASS IV | 541 | LF | | |
| 20 | D-701-5.2 | 36" RCP, CLASS IV | 194 | LF | | |
| 21 | D-701-5.3 | 48" RCP, CLASS IV | 998 | LF | | |

**TERMINAL APRON EXPANSION
SAVANNAH / HILTON HEAD INTERNATIONAL AIRPORT**

| NUM. | ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|-----------|---|----------|------|------------|--------|
| BID SCHEDULE FOR TERMINAL APRON EXPANSION | | | | | | |
| 22 | D-701-5.4 | EXTEND EXISTING 18" DIP WITH PROPER FLANGES AND JOINTS TO NEW APRON INLET | 15 | LF | | |
| 23 | D-705-5.1 | UNDERDRAIN SYSTEM (6" PERFORATED OR NON-PERFORATED) | 3300 | LF | | |
| 24 | D-751-5.1 | INLET TYPE C - 4 GRATE (AIRCRAFT LOADED) | 3 | EA. | | |
| 25 | D-751-5.2 | INLET TYPE D - 4 GRATE (AIRCRAFT LOADED) | 3 | EA. | | |
| 26 | D-751-5.3 | FDOT STANDARD PRECAST REINFORCED CONCRETE MANHOLE PER INDEX 1011-A | 1 | EA. | | |
| 27 | D-751-5.4 | OUTFALL CONTROL STRUCTURE (INCLUDING FDOT TYPE H MODIFIED DITCH BOTTOM INLET, 2-30" RCP & FDOT DBL. 30" MITERED END) SECTION | 1 | EA. | | |
| 28 | D-752-5.1 | UNDERDRAIN HEADWALL, COMPLETE IN PLACE | 4 | EA. | | |
| 29 | D-752-5.2 | UNDERDRAIN CLEANOUT, (AIRCRAFT LOADED) COMPLETE IN PLACE | 11 | EA. | | |
| 30 | D-752-5.3 | FABRI-FORM REVETMENT | 5250 | S.Y. | | |
| 31 | D-752-5.4 | FDOT STANDARD PRECAST 30" MITERED END SECTION | 1 | EA. | | |
| 32 | D-752-5.5 | FDOT STANDARD PRECAST 48" MITERED END SECTION | 3 | EA | | |
| 33 | F-162-5.1 | 8' TYPE E GALVANIZED CHAIN LINK FENCE WITH GALVANIZED POSTS, NO. 7 GAUGE TOP AND BOTTOM TENSION WIRE, AND 3 STRANDS OF GALVANIZED BARBED WIRE ON TYPE 1 EXTENSION ARMS, INSTALLED IN TURF | 4150 | LF | | |
| 34 | F-162-5.2 | EXISTING A.O.A. SECURITY GATE 22 TO BE REMOVED AND REPLACED WITH NEW SECURITY GATE, 20' WIDE (2-10' LEAFS) | 1 | EA | | |
| 35 | F-162-5.3 | FENCE REMOVAL | 4150 | LF | | |
| 36 | L-108-5.1 | UNDERGROUND CABLE 1/C NO. 8 AWG 5KV, TYPE "C" INSTALLED IN EXISTING OR NEW CONDUIT OR DUCT | 6100 | LF | | |
| 37 | L-108-5.2 | #2 BARE COUNTERPOISE WIRE, INSTALLED IN NEW PAVEMENT | 1200 | LF | | |
| 38 | L-108-5.3 | #6 BARE COUNTERPOISE WIRE, INSTALLED ON PAVEMENT OR TRENCH | 2300 | LF | | |
| 39 | L-108-5.4 | 3/4" X 10' GROUND RODS AND CONNECTIONS, INSTALLED IN-PLACE | 57 | EA | | |
| 40 | L-110-5.1 | 1W2" UNDERGROUND ELECTRICAL CONDUIT, SCHEDULE 40, NON-CONCRETE ENCASED (IN TURF OR UNDER SHOULDER PAVEMENT) | 2100 | LF | | |

**TERMINAL APRON EXPANSION
SAVANNAH / HILTON HEAD INTERNATIONAL AIRPORT**

| NUM. | ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|-----------|--|----------|------|------------|--------|
| BID SCHEDULE FOR TERMINAL APRON EXPANSION | | | | | | |
| 41 | L-110-5.2 | NEW HDD 2W4" DUCT BANK UNDER EXISTING PAVEMENT | 342 | LF | | |
| 42 | L-110-5.3 | NEW 2W2" DUCT BANK NON-CONCRETE ENCASED FOR HIGH MAST LIGHTS | 1200 | LF | | |
| 43 | L-115-5.1 | ELECTRICAL HANDHOLE, COMPLETE IN-PLACE | 4 | EA | | |
| 44 | L-125-5.1 | NEW L-861-T MEDIUM INTENSITY TAXIWAY EDGE LIGHT (LED) INSTALLED ON NEW L-867B BASE CAN IN NEW ASPHALT SHOULDER PAVEMENT | 34 | EA | | |
| 45 | L-125-5.2 | NEW L-861-T MEDIUM INTENSITY TAXIWAY EDGE LIGHT (LED) INSTALLED ON NEW L-867B BASE CAN IN EXISTING ASPHALT SHOULDER PAVEMENT USING 36" DIA. CORE | 1 | EA | | |
| 46 | L-125-5.4 | NEW L-861-T MEDIUM INTENSITY TAXIWAY EDGE LIGHT (LED) FIXTURE INSTALLED ON EXISTING L-867B BASE CAN IN EXISTING ASPHALT SHOULDER PAVEMENT | 1 | EA | | |
| 47 | L-125-5.6 | NEW L-858 GUIDANCE SIGN, LED, SIZE 2, STYLE 2, CLASS 2 (4 MODULE) ON NEW FOUNDATION | 1 | EA | | |
| 48 | 1000-1 | HIGH MAST LIGHT POLE AND ASSOCIATED APPURTENANCES (INLCUDING QUAZITE PULL BOX) | 5 | EA | | |
| 49 | 1000-2 | UTILITY SERVICE FOR HIGH MAST LIGHTS (INCLUDING ALL WIRING, LOAD CENTER, PANEL AND METER BOXES, ETC.) | 1 | EA. | | |
| 50 | T-904-5.1 | BERMUDA SODDING | 53000 | SY | | |
| 51 | 0 | 0 | 0 | 0 | | |
| 52 | 0 | NEW RON APRON | 0 | 0 | | |

TOTAL: _____

TOTAL WRITTEN IN WORDS: _____

BID BOND

SAVANNAH/HILTON HEAD INTERNATIONAL AIRPORT

(Not to be Filled out if a Certified or Cashier's Check is Submitted)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Bidder _____, as Principal, and _____, as a Corporation Surety authorized under the laws of the State of _____, to do business in the State of _____, and authorized to write this type of bond through a resident agent of the corporation located in the State of _____, as surety, are held and firmly bound unto the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission in the sum of _____ Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves and our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION is such that if the attached Proposal of _____ Dollars (\$_____) for the improvement of airport facilities – **“Terminal Apron Expansion”**, stipulated in said Proposal in accordance with the Contract documents consisting of the Plans and Specifications, and all addenda or other revisions, provided therefore, is accepted and the Contract awarded to the above named Bidder, and the said Bidder shall within ten (10) calendar days after notice of said award enter into a Contract in writing and furnish the required Payment and Performance Bonds and insurance with surety, or sureties, to be approved by the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission this obligation shall be void. Otherwise, the same shall be in full force and virtue of law, and the full amount of this Bid Bond will be paid to the Mayor and Aldermen of the City of Savannah and the Savannah Airport commission as stipulated for liquidated damages.

Signed this _____ day of _____, _____.

(Principal must indicate whether
Corporation, Partnership, Company,
or Individual)

Principal

This person signing shall, in his own handwriting, sign the principal's name and title. Where the person signing for a corporation is other than the president or vice president, that person must, by affidavit as contained herein, show his authority to bind the corporation.

BY: _____

Title _____

(Affix Surety's Corporate Seal)

BY: _____

Georgia Resident Agent

Georgia License Number

END OF BID BOND

SAVANNAH AIRPORT COMMISSION

EQUAL OPPORTUNITY REPORT STATEMENT

**As Required By
41 CFR 60-1.7(b)**

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid:

1. The Bidder (Proposer) has _____ has not _____ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Bidder (Proposer) has _____ has not _____ participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
3. The Bidder (Proposer) has _____ has not _____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) does _____ does not _____ employ fifty (50) or more employees.

NAME OF BIDDER: _____

BY: _____
(SIGNATURE) *

TITLE: _____

DATE: _____

* Must be same signature on Bid Proposal

END OF EQUAL OPPORTUNITY REPORT STATEMENT

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

THE FOLLOWING BID CONDITIONS APPLY TO THIS CONTRACT. SUBMISSION OF A PROPOSAL BY A PROSPECTIVE CONTRACTOR SHALL CONSTITUTE FULL ACCEPTANCE OF THESE BID CONDITIONS.

A. DEFINITION (49 CFR Part 26.5)

1. Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as those firms that are presumed to be socially and economically disadvantaged as defined in Paragraph 26.5, 49 CFR Part 26.
2. To review 49 CFR Part 26 in its entirety, go to www.osdbu.dot.gov. Select DBE Program, click on 49 CFR 26, and review the Federal Regulation.

B. POLICY

It is the policy of the Savannah Airport Commission that Disadvantaged Business Enterprises shall have an equal opportunity to participate in the performance of all contracts and subcontracts.

C. DBE OBLIGATION

All Bidders, Prospective Contractors, or Contractors shall take all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises have an equal opportunity to compete for and perform contracts. Bidders, Prospective Contractors, or Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Contracts.

D. COMPLIANCE

All Contractors or subcontractors for U.S. DOT-assisted contracts are hereby notified that failure to carry out the U.S. DOT policy and the DBE obligation, as set forth herein for this project, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Savannah Airport Commission. The Savannah Airport Commission has the right to revise these program specifications at any time before or during the project by addendum or amendment in order to comply with FAA Regulations and/or directives.

1. The Savannah Airport Commission has the right, at its sole discretion, to accept or reject any DBE participation (and/or percentage of) and accept or reject any good-faith efforts.

E. CONTRACT ASSURANCE (49 CFR Part 26.13[b])

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. As outlined above, failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Commission may deem appropriate.

F. SUBCONTRACT CLAUSES

These DBE Requirements shall be made a part of each agreement with all contractors and subcontractors on U.S. DOT-assisted contracts.

G. CONTRACT AWARD ELIGIBILITY

1. Bidders, Prospective Contractors, or Contractors are hereby advised that meeting DBE subcontract goal or making a documented good-faith effort to meet such goal to the satisfaction of the Savannah Airport Commission in their sole discretion is a condition of being awarded this DOT-assisted contract.
2. The Savannah Airport Commission proposes to award the contract to the lowest responsive Bidder, Prospective Contractor, or Contractor submitting a reasonable bid provided the Bidder, Prospective Contractor, or Contractor has met the goal for DBE participation or, if failing to meet the goal, the Bidder, Prospective Contractor, or Contractor has documented an acceptable good-faith effort to meet the established goal for DBE participation. The Bidder, Prospective Contractor, or Contractor is advised that the Savannah Airport Commission at its sole discretion will determine whether or not the Bidder, Prospective Contractor, or Contractor has made an acceptable good-faith effort towards meeting the DBE goal to qualify for contract award. The Savannah Airport Commission has the right to reject any and all bids submitted and accept or reject any good-faith efforts.

H. SUBCONTRACT GOAL

1. The attainment of the goal established for this Contract is to be measured as a percentage of the total dollar value of the Contract.
2. The goal established for this Contract is as follows:

5 % to be performed by DBEs.

I. AVAILABLE CERTIFIED DBEs

1. This contract is subject to the certification procedures outlined in 49 CFR Part 26.81 – Unified Certification Program (UCP). The UCP is administered by the Georgia Department of Transportation (GDOT).
2. The Georgia Department of Transportation (GDOT) has developed a Disadvantaged Business Enterprise (DBE) Directory for the Unified Certification Program. The Directory is available by contacting the Georgia Department Transportation Civil Rights Office on line at www.dot.state.ga.us. At main menu, click on Doing Business, then Disadvantaged Business Enterprise, then scroll down and click on DBE & WBE Directory. The GDOT may be reached by telephone at (404) 656-5323.
3. According to 49 CFR Part 26.81, subparagraph (c) “all certifications by UCPs shall be pre-certifications; i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.”
4. For this contract, only those DBE firms that are certified under the UCP as administered by the GDOT shall be acceptable. Firms who desire certification, must complete the GDOT Uniform Certification Application in its entirety (as applicable), which can be obtained from the GDOT’s website: www.osdbu.dot.gov. Go to OSDBU Services and select DBE Program. Scroll down to DBE Uniform Certification Forms and Applications and click on “Complete Application Package”. You may also contact the Georgia Department of Transportation Office at (404) 656-5323.

J. DBE PARTICIPATION COUNTED TOWARD GOAL (49 CFR Part 26.55)

Bidders, Prospective Contractors, or Contractors shall apply the standards outlined by 49 CFR Part 26.55 when determining how DBE participation is to be counted towards the goal on this contract. Please refer to www.osdbu.dot.gov. Select DBE Program, click on 49 CFR 26, and scroll to Part 26.55 – How is DBE participation counted towards goal.

K. BIDDER’S REQUIRED SUBMISSION

1. The following documents must include the information requested and be submitted with the Bid Proposal:
 - a. **DBE SUBCONTRACTORS LIST** (Page P-31).
 - b. **DBE ASSURANCE FORM** (Page P-21).

- c. **Good-faith efforts** documentation, in accordance with Paragraph "L".
- 2. The following document must include the information requested and be submitted with the Bid Proposal or within five (5) business days after bid opening.
 - a. **DBE NOTIFICATION OF INTENT TO SUBCONTRACT** for each DBE subcontractor (Page P-14).

SAVANNAH AIRPORT COMMISSION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS LIST
(Reproduce if additional copies are needed)

| Disadvantaged Business Enterprise Subcontractor (Company Name) | Description of Work/Materials | Dollar Value of Subcontract Work * |
|--|----------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Total Dollar Value of Subcontract Work \$ _____

Total Dollar Value of Basic Bid \$ _____

Percent of Total (*-See note below) _____ %

*** NOTE: IMPORTANT – Not all DBE participation can be counted at 100%. For example, when using a regular dealer for supplies and materials, participation must be counted at 60% of the value. Also, all DBE firms must perform a commercially useful function. Before calculating the percentage, refer to Paragraph "J" - DBE PARTICIPATION COUNTED TOWARD GOAL for these and other requirements.**

SAVANNAH AIRPORT COMMISSION

DBE NOTIFICATION OF INTENT TO SUBCONTRACT

Project Name: Terminal Apron Expansion

Bid Date: _____

Contractor: _____

Hereby intends to subcontract or purchase materials for the following work items to:

DBE: Name _____

Address _____

City/State/Zip _____ Phone _____

| Item No. | Description of Work/Materials | Unit | Quantity | Unit Cost | Amount |
|----------|-------------------------------|------|----------|-----------|--------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

\$ Value = \$ _____

and/or if regular dealer X 60% (Refer to Paragraph "J") \$ _____

Total \$ Value \$ _____

DBE Sub or Supplier Signature _____

Title _____

Date _____

Prime Contractor Signature _____

Title _____

Date _____

This form must be signed by the Prime Contractor and the DBE Subcontractor. A separate form is required for each DBE Subcontractor. The form(s) shall be submitted whether or not DBE participation is being proposed. If DBE participation is not being proposed, Bidder, Prospective Contractor, or Contractor must indicate "NONE" beside DBE name and mark "0" in \$ value space. The proposed contract amounts specified on this form for a DBE firm must be the same (verify) as the amounts shown on the DBE Subcontractor's List for the same DBE firm unless the amounts are more favorable for the DBE or unless otherwise approved by the Commission. This form must be submitted with the Bid Proposal or within five (5) business days after bid opening.

L. GOOD-FAITH EFFORTS (49 CFR Part 26.53)

Good-faith efforts are required by the Bidder, Prospective Contractor, or Contractor when the DBE goal established for a contract is not met, or at any time during the contract when the achievement of the DBE goal is in jeopardy. The Bidder, Prospective Contractor, or Contractor is responsible for providing and/or indicating in writing to the satisfaction of the Commission all efforts that would demonstrate good-faith in the solicitation of DBE participation for this contract. In the process of awarding the bid or at any time during the contract as outlined above, the Commission will evaluate the efforts of the Bidder, Prospective Contractor, or Contractor in accordance with 49 CFR Part 26, Appendix A and Part 26.53. The Commission's evaluation will focus on those efforts made prior to bid opening. The Commission reserves the right in its sole discretion to accept or reject any or all efforts by the Bidder, Prospective Contractor, or Contractor.

In order to review the efforts that will be considered acceptable by the Commission in accordance with Part 26, in its entirety, the Bidder, Prospective Contractor, or Contractor must refer to www.osdbu.dot.gov. Select DBE Program and click on 49 CFR 26, and scroll down and select Section 26.109, "What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation", then scroll down to Appendix A to Part 26 – "Guidance Concerning Good-Faith Efforts". Also, refer to Section 26.53 – "What are the good faith procedures recipients follow in situations where there are contract goals".

Examples of acceptable good-faith efforts in accordance with Part 26, in part, are as follows:

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract.
- b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
- c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBEs.
- e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

- g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

M. ADMINISTRATIVE RECONSIDERATION (49 CFR PART 26.53)

Within two business days if being informed by the Savannah Airport Commission that it is not responsive because it has not documented sufficient good-faith efforts, a bidder/contractor may request administrative reconsideration. Bidder/contractor should make this request in writing to the following reconsideration official: Executive Director, 400 Airways Avenue, Savannah, GA 31408, Facsimile, 912-964-0877. The reconsideration official will not have played any role in the original determination that the bidder/contractor did not document sufficient good-faith efforts.

As part of this reconsideration, the bidder/contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good-faith efforts to do so. The bidder/contractor will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good-faith efforts to do so. The Commission will send the bidder/contractor a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good-faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

N. PROMPT PAYMENT (49 CFR Part 26.29)

The prime contractor shall certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the prime contractor prior to receipt of any further progress payments (Periodic Pay Request Affidavit, Page GP-90-7, and Final Pay Request Affidavit, Page GP-90-8).

The prime contractor is required to pay each subcontractor/supplier for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Savannah Airport Commission.

The Commission will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract and then pay retainage to prime contractors based on these acceptances. The

prime contractor must pay all retainage owed to their subcontractors for satisfactory completion of the accepted work within thirty (30) days after the Commission's payment to the prime contractor.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Commission. When the Commission has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Any delay or postponement of payment from the above referenced timeframes may occur only for good cause following written approval of the Commission. The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. The Savannah Airport Commission will require prime contractors to include a similar clause in their subcontracts requiring subcontractors to promptly pay their sub-subcontractors.

Unless delay or postponement of payment is approved in writing by the Commission, in accordance with this provision, failure by the prime contractor to comply with these prompt payment requirements may result in the prime contractor being placed in default of its contract. In addition, violation of this provision by prime contractor entitles the Commission to exercise any other rights it has by law or under the Contract. (See General Provisions, Section 80, paragraph 80-08).

In order to properly monitor payments to DBEs, and as required by the Commission the prime contractor will be required to send along with each payment to their DBE subcontractor or supplier a "Verification of Payments Received Letter", (Page P-19) which the DBE(s) must sign and return to the Commission's DBELO for monitoring and DBE Program record keeping purposes.

The Commission will also require each prime contractor to submit to the Commission a monthly pay request which shall be accompanied by a "DBE Utilization Form" (Page P-20) which is a report of DBE expenditures. The report will show DBE subcontractors, and non-DBE subcontractors if and as required by the Commission, the amount of their subcontract, the amount earned to date, the amount earned for that respective pay request and the amount remaining to be earned. At the sole discretion of the Commission, the contractor's future pay requests will be withheld or disapproved until the DBE Utilization Form is submitted as required, and until DBEs are promptly and properly paid as verified by receipt of the Verification of Payments Received Letter (Page P-19).

Prior to close out of the project, the Commission may also required that the prime contractor furnish and/or require the prime contractor to have its subcontractor(s)

furnish to the Commission with copies of canceled checks, invoices, and/or any other information from DBE subcontractors/sub-subcontractors utilized on the project.

To the extent that there is any inconsistency between the original and these amendments, the amendments shall take precedence.

END OF DBE REQUIREMENTS

VERIFICATION OF PAYMENTS RECEIVED

_____ (Date)

Mr. Dawoud Stevenson
DBE Liaison Officer
Savannah Airport Commission
400 Airways Avenue
Savannah, GA 31408

RE: Verification of Payments Received
Project Name: **Terminal Apron Expansion**
City of Savannah Event No. **5949**

Dear Sir:

This letter is to certify that _____ (name of DBE firm)
has received \$_____ (dollar amount) from
_____ (prime contractor). This amount
represents payment for work performed from _____ (M/D/Y) to _____
(M/D/Y) which is _____% of the total contract amount of \$_____.

Sincerely,

(Type or Print name of person signing letter)

Title

Personally appeared before me, the Undersigned Authority, _____
_____ who is known to me to be an official of the firm of
_____ who after being duly sworn stated his oath that he had read
the above statement and that the same is true and correct.

This _____ day of _____, _____

Notary Public

State of _____
My Commission Expires _____

DBE UTILIZATION FORM

Project Name: **Terminal Apron Expansion**

Contractor (Company): _____

Address: _____

Pay Request #: _____ From _____ To: _____

| Subcontractor | DBE/Non-DBE | Work Item | Subcontract Amount | Amount Earned To Date | Amount This Pay Request | Amount Remaining |
|---------------|-------------|-----------|--------------------|-----------------------|-------------------------|------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Signed: _____

Date: _____

Type or Print Name: _____

Title: _____

Personally appeared before me, the Undersigned Authority, _____ who is known to me to be an official of the firm of _____ who after being duly sworn, stated of his oath that he had read the above statement and that the same is true and correct.

This _____ day of _____, _____

Notary Public: _____

State of _____

My Commission Expires: _____

DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE FORM

The Bidder, Prospective Contractor, or Contractor shall complete the following statement by checking the appropriate box (check one only). Failure to complete this statement shall be grounds for rejection of Bid.

_____ The Bidder, Prospective Contractor, or Contractor is able to assure meeting the requirements of the DBE Provisions, included under the DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS, and shall utilize not less than the prescribed Contract Goal of **5.0%** (percent) DBE participation.

_____ The Bidder, Prospective Contractor, or Contractor is unable to assure DBE participation of **5.0%** (percent) in this Contract, but shall provide for a minimum of _____% (percent) DBE participation. (If this box is checked, Bidder shall fill-in the percentage blank and document on a separate attachment the efforts undertaken in attempting to meet the Contract Goal as instructed under the DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS, Paragraph L – Good-Faith Efforts, which must be submitted by the apparent low bidder for approval prior to award of this contract.)

(Company Name of Bidder/Prospective Contractor/Contractor)
(Printed or Typed)

IRS Number: _____

(Printed Name of Person Signing)

By: _____
(Signature)*

Title: _____

Date: _____

* Must be same signature of Bid Proposal.

END OF DBE ASSURANCE

CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND (\$10,000.00) DOLLARS (US) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE.)

The federally assisted Construction Contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted Construction Contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted Construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars (US) which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Contractor

Title

END OF CERTIFICATE OF NON-SEGREGATED FACILITIES

NOTICE TO BIDDERS

BUY AMERICAN CLAUSE - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)

- A. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
1. Steel and Manufactured Products: As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in Subparagraphs (B.), (1.) and (2.) shall be treated as domestic.
 2. Components: As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components: This means the costs for production of the components, exclusive of final assembly labor costs.
- B. The successful Bidder shall be required to assure that only domestic steel and manufactured products shall be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those-
- (1)- that the United States Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - (2)- that the United States Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
 - (3)- that inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

END OF BUY AMERICAN CLAUSE

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a Bid/Proposal under this Solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this Bid/Proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the NOTICE TO BIDDERS - BUY AMERICAN CLAUSE "Steel and Manufactured Products for Construction Contracts") and that components of unknown origin are considered to have been produced or manufactured outside the United States.

PRODUCT

COUNTY OF ORIGIN

END OF CERTIFICATE

SAVANNAH AIRPORT COMMISSION

BIDDER QUALIFICATION QUESTIONNAIRE

(Bidders shall fully respond to all items)

Each Bidder shall furnish with his Bid the following completed and signed statement pertaining to the Bidder's competency and responsibility. In addition, the Owner reserves the right to conduct such additional investigation into the competency and responsibility of the Bidders (or any particular Bidder) as the Owner may deem necessary. Each Bidder shall fully cooperate with all such investigations.

FIRM: _____

ADDRESS: _____

PHONE: _____

Contact in your firm for inquiries: _____

Years in business under present name: _____

Date of Incorporation: _____

Place of Incorporation: _____

Contracting specialties: _____

Years performing work specialties: _____

Geographic areas of business operation: _____

List all Projects presently under contract:

(Attach additional sheet(s) if necessary)

(Attach additional sheet(s) if necessary)

Contract value of work presently
under construction: \$ _____

Average annual contract value of
construction work last three years: \$ _____

Total bonding capacity: \$ _____

Value of work presently bonded: \$ _____

Bonding Company: _____

Insurance Agent: _____

Phone: _____

What types of work are generally performed by your own forces?

(Attach additional sheet(s) if necessary)

What work will be performed by your own forces on this Project?

(Attach additional sheet(s) if necessary)

Total employees employed by firm: _____

| | | | |
|------------------------|-------|-------------------|-------|
| Engineers & Architects | _____ | Estimators | _____ |
| CPM | _____ | Tradesmen | _____ |
| Project Managers | _____ | Purchasing Agents | _____ |
| Superintendents | _____ | Other (Describe) | _____ |

Value of capital equipment owned by firm: \$ _____

Bank references and addresses:

Has firm experience with projects of a similar nature and scope within the past ten (10) years? If yes, describe:

| Project and Location | Architect or Engineer | Contract with (Firm, Address Person, Phone) | Amount | Date Completed |
|----------------------------|-----------------------------|---|--------|-------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

(Attach additional sheet(s) if necessary)

Has firm failed to complete a contract within the past ten (10) years? If yes, describe:

(Attach additional sheet(s) if necessary)

Has firm been involved in a bankruptcy or reorganization within the past ten (1) years?
If yes, describe:

(Attach additional sheet(s) if necessary)

Has firm pending claims or suits by others against firm? If yes, describe:

Has firm pending claims or suits by firm against others? If yes, describe:

(Attach additional sheet(s) if necessary)

Has firm filed written claims or suits against others within the past two (2) years? If yes, describe:

Has firm been refused a bond within the past five (5) years? If yes, describe:

(Attach additional sheet(s) if necessary)

Is firm in compliance with all EEO requirements? _____

List three (3) most significant projects presently under construction:

| Project and Location | Architect or Engineer | Contract with (Firm, Address Person, Phone) | Amount | Date Completed |
|----------------------------|-----------------------------|---|--------|-------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

(Attach additional sheet(s) if necessary)

Name of individual with direct managerial responsibility for this entire project:

List the name, title, experience, and area of responsibility of each manager and superintendent which bidder will use on this Project:

| Name | Title | Experience in this type of work (years) | Area of Responsibility |
|-------|-------|---|---------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(Attach additional sheet(s) if necessary)

The undersigned guarantees the truth and accuracy of all statements and all answers to questions herein made.

Enclose a copy of latest audited financial statement.

This form shall be signed by an Officer of the firm or an individual so authorized by an Officer of the Firm.

Type of Firm:

Corporation _____

Partnership: _____

Sole Proprietorship: _____

Signature: _____

Name: _____

Title: _____

END OF BIDDER'S QUALIFICATIONS

SUBCONTRACTORS LIST

THIS SUBCONTRACTOR LIST IS NOT REQUIRED FOR SUBMISSION WITH PROPOSAL DOCUMENTS BUT SHALL BE SUBMITTED BY APPARENT LOW BIDDER WITHIN 48 HOURS AFTER OPENING OF PROPOSALS.

This list is attached to and is made an integral part of the Bid Proposal submitted by:
(Bidder to insert full name and address)

For the construction of: **TERMINAL APRON EXPANSION**

City of Savannah Event No. **5949**

The undersigned, hereinafter called "Bidder", lists below the names of the subcontractors who will perform the phases of the work indicated;

SUBCONTRACT
ITEM OF WORK

NAME AND ADDRESS
OF SUBCONTRACTOR

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

SUBCONTRACT
ITEM OF WORK

NAME AND ADDRESS
OF SUBCONTRACTOR

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The Bidder declares that he has fully investigated each subcontractor listed, and has received and has in his files evidence that each subcontractor maintains a fully equipped organization capable, technically and financially, of performing the pertinent work, and that he has performed similar installations in a satisfactory manner. The Bidder further declares that he shall not change any of these designated subcontractors for work on this Project without Owner's written permission.

In witness thereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____, _____.

Firm Name

By: _____

Title: _____

END OF SUBCONTRACTORS LIST

SUBCONTRACTORS LIST

CONTRACT

SAVANNAH AIRPORT COMMISSION

CONTRACT

This AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, hereinafter designated the Owner, party of the first part, and _____ of the City of _____, and State of _____, hereinafter designated the Contractor, party of the second part,

WITNESSETH:

THAT THE PARTIES to these presents, each in consideration of the undertakings, promises and agreements on the part of the other, herein contained, have undertaken, promised and agreed, and do hereby undertake, promise, and agree; the party(ies) of the first part for itself, its successors, and assigns, and the party(ies) of the second part for its, itself, and its, their heirs, executors, administrators, successors, and assigns; as follows:

That the party(ies) of the second part in consideration of the sums of money herein specified to be paid by said party of the first part to said party(ies) of the second part, shall and will at its, their own cost and expense furnish all labor, materials, tools, and equipment for the “**Terminal Apron Expansion**” at the Savannah/Hilton Head International Airport, in accordance with:

- The Plans;
- The Specifications, Bidding and Contract Requirements, General and Supplementary General Conditions;
- All Addenda, issued prior to opening of Bids;

all therein referred to as the Contract Documents, are hereby made a part of this Contract, all of said work to be fully completed to the acceptance of and by the Mayor and Aldermen of the City of Savannah, and the Savannah Airport Commission in the Total Contract amount of _____ Dollars/Cents (\$_____).

If the Contractor fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the party of the first part may avail itself of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

That the Contractor shall commence the Work within ten (10) days of the date set by the Owner in a written Notice-To-Proceed and shall complete all work under this Contract within **one hundred thirty four (134)** consecutive Calendar Days after the date shown in the Notice-To-Proceed.

The Owner hereby agrees to pay to the Contractor for the said work the Lump Sum prices set forth in the BID SCHEDULE, at the times and manner set forth in the Contract Documents. Payments to the Contractor by the Owner shall be made upon presentation of the proper certificates to the Owner and upon terms set forth in the Contract Documents.

It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the Construction is not substantially complete by the Calendar Days specified below in COLUMN I of the CONSTRUCTION SCHEDULE, it is agreed that from any money due or to become due the Contractor or his Surety, the Owner may retain the dollar amount shown below in COLUMN II per day for each calendar day thereafter, Sundays and Holidays included, that the work remains incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the Contractor to complete the work within the times stipulated:

CONSTRUCTION SCHEDULE

| | Total Calendar Days Allowed After NTP | Liquidated Damages per Calendar Day if Not Completed by Calendar Days Shown in Column 1 |
|------------------------|---|--|
| Phase 1 | 120 Days | \$1,000.00 |
| Phase 2 | 120 Days | \$1,000.00 |
| Substantial Completion | 134 Days | \$1,000.00 |
| (Entire Project) | 134 Days | \$2,000.00 |

It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement (including the various guarantee periods thereunder) and the Surety Bonds hereto attached, the Owner shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if, for any reason, such bond or bonds cease to be adequate to cover the performance of the work or the prompt payment for said labor, materials, supplies and services, the Contractor shall, at his own expense within five (5) days from the date of written notice from the Owner to do so, furnish additional bond or bonds in such form and amount, and with such surety or sureties, as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

Buy American Clause - Steel and Manufactured Products for Construction Contracts;

the Contractor shall deliver only domestic steel and manufactured products under this Contract, as defined below:

The following terms apply to this Clause:

- Steel and Manufactured Products: As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
- Components: As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
- Cost of Components: This means the costs for production of the components, exclusive of final assembly labor costs.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement the day and year first above written in two counterparts, each of which shall without proof of accounting for the other counterpart, be deemed an original Contract.

Contractor must indicate whether Corporation, Partnership, company or Individual.

SAVANNAH AIRPORT COMMISSION

OWNER

(Party of the First Part)

BY: _____
Stephen S. Green, Chairman

ATTEST: _____

Gregory B. Kelly, Secretary
(Seal)

CONTRACTOR

(Party of the Second Part)

Company Name

BY: _____
Name (Signature)

TITLE: _____
Title

Name (Print/Type)
(Seal)

ATTEST: _____
Name (Print/Type)

TITLE: _____
Title

Name (Print/Type)
(Seal)

Out-of-state contractors must affix
Georgia tax registration number.

END OF CONTRACT

SAVANNAH AIRPORT COMMISSION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that, _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Mayor and Aldermen of the City of Savannah, Georgia and the Savannah Airport Commission as Obligee, hereinafter called Owner, in the amount of _____ dollars (\$_____) for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, _____, entered into a Contract with Owner for “**Terminal Apron Expansion**” at Savannah/Hilton Head International Airport in accordance with all of the Contract Documents consisting of the Plans and Specifications, and all addenda or other revisions prepared by AECOM, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of the above obligation is such that if the said Contractor shall well and faithfully perform the things agreed by him to be done and performed according to the terms of said Contract, and shall promptly make payments to all persons supplying labor, material, and supplies used directly or indirectly by the said Contractor, or subcontractor(s), in the prosecution of the work provided for in said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material men, or laborer having a just claim, as well as for the Obligee herein, then this obligation shall be void, otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or on or to the plans and specifications therefor shall in any way affect the obligation of said Surety or its Bond.

The said Surety shall inform the Owner thirty (30) days prior to expiration of this bond, by giving notice by registered mail.

Signed and sealed this _____ day of _____, _____.

Principle must indicate whether
corporation, partnership,
company or individual

The person signing shall, in his
own handwriting, sign the
principle's name, his own name,
and his title. Where a person
signing for a corporation is other
than the President or Vice
President, he must, by affidavit
as contained herein, show his
authority to bind the corporation.

Principal

BY: _____

Name (Signature)

Name (Print/Type)

TITLE: _____

(Affix Contractor's Corporate Seal)

ATTEST BY: _____

Name (Signature)

Name (Print/Type)

TITLE: _____

Surety

BY: _____

Name (Signature)

Name (Print/Type)

COUNTERSIGNED:

Georgia Resident Agent

Georgia Resident Agent (Print/Type)

Georgia License Number

(Attach "BOND AFFIDAVIT" on copy of form bound in these specifications)

END OF PAYMENT BOND

PAYMENT BOND

C-6

SAVANNAH AIRPORT COMMISSION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Mayor and Aldermen of the City of Savannah, Georgia, and the Savannah Airport Commission as Obligee, hereinafter called Owner, in the amount of _____ dollars (\$_____) for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, _____, entered into a Contract with Owner for **“Terminal Apron Expansion”** at Savannah/Hilton Head International Airport in accordance with all of the Contract Documents consisting of the Plans and Specifications, and all addenda or other revisions prepared by AECOM, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of the above obligation is such that if the said Contractor shall well and faithfully perform the things agreed by him to be done and performed according to the terms of said Contract, and shall promptly make payments to all persons supplying labor, material, and supplies used directly or indirectly by the said Contractor, or subcontractor(s), in the prosecution of the work provided for in said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material men, or laborer having a just claim, as well as for the Obligee herein, then this obligation shall be void, otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or on or to the plans and specifications therefor shall in any way affect the obligation of said Surety or its Bond.

The said Surety further stipulates and agrees that in the event of a default or deficiency on the part of the Contractor amounting to a breach of the Contract, the Owner may, by giving notice by registered mail to Contractor and Surety, require that such default or deficiencies be remedied within ten (10) days from the date of such notice. Failure so to remedy or to take proper steps to remedy such defaults or deficiencies within said period shall be cause for the Owner to require that Surety take over and prosecute the work under the Contract and to take over all obligations pertaining thereto. In the event the work under the Contract is taken over by the Surety in a manner satisfactory to the Owner, the Owner will pay to the Surety henceforth all

amounts due and to become due under the Contract, including amendments, less the balance of the Contract price previously paid to the Contractor and less liquidated damages, if assessed. The Owner shall not be liable for any monies not due on the Contract and shall not be made a party to any dispute between Contractor and Surety.

If the Surety does not take over the work in a satisfactory manner within ten (10) days after the notice of default or does not proceed with completing the work in accordance with the Contract, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the work; to appropriate or use any or all material and equipment that may be suitable; to enter into agreements and provisions thereof; or to use such other methods as may be required for completion of the Contract. The Contractor and his Surety shall be liable for all costs incurred by the Owner in completing the work and for all liquidated damages in conformity with the terms of the Contract. If the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under this Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and if the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to have been served when delivered to the man in charge of any office used by the Contractor, his representative at or near the work, or by registered mail addressed to the Contractor at his last known place of business.

The said Surety further stipulates and agrees that this bond is also given and made as a guarantee insuring the Owner against loss resulting from costs of repairing, replacing, or reconstructing any portion of the work performed or equipment furnished under the Contract, because of failure to perform as specified or from being defective in any manner whatsoever. This bond shall remain in full force and effect for a period of one year after the date of written recommendation and of acceptance by the Owner.

The said Surety shall inform the Owner thirty (30) days prior to expiration of this bond, by giving notice by registered mail.

Signed and sealed this _____ day of _____, _____.

Principle must indicate whether
corporation, partnership,
company or individual

Principal

BY: _____

Name (Signature)

Name (Print/Type)

TITLE: _____

(Affix Contractor's Corporate Seal)

ATTEST BY: _____

Name (Signature)

Name (Print/Type)

TITLE: _____

Surety

BY: _____

Name (Signature)

Name (Print/Type)

COUNTERSIGNED:

Georgia Resident Agent

Georgia Resident Agent (Print/Type)

Georgia License Number

(Attach "BOND AFFIDAVIT" on copy of form bound in these specifications)
END OF PERFORMANCE BOND

PERFORMANCE BOND

SAVANNAH AIRPORT COMMISSION

BOND AFFIDAVIT

State of _____

County of _____

Before me, the undersigned authority, personally appeared, _____, who, being duly sworn, deposes and says that he is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of _____ and the State of Georgia, to represent _____ of _____ (company name), a company authorized to make corporate surety bonds under the laws of the State of Georgia.

Said _____ further certifies that as Attorney-in-fact for the said _____, he has signed the attached bond in the sum of _____ (U.S. \$ _____) on behalf of covering Savannah/Hilton Head International Airport, AIP Project No. _____ for the "**Terminal Apron Expansion**", Savannah Airport Commission, Savannah, Georgia.

Said _____ further certifies that the premium on the said bond is _____, which will be paid in full direct to him as Attorney-in-fact, and included in his regular accounts to the said _____, and that he will receive his regular commission of (_____%) percent as Attorney-in-fact for the execution of said Bond and that his commission will not be divided with anyone except as follows: _____ percent to _____ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Georgia.

Countersigned:

Georgia Resident Agent

Agent and Attorney-in-Fact

Georgia License Number

ACKNOWLEDGEMENT FOR ATTORNEY-IN-FACT

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public, State of _____

My Commission Expires _____.

END OF BOND AFFIDAVIT

GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

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

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 Access road. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 Advertisement. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 Airport Improvement Program (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-05 Air operations area (AOA). For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 Airport. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM International (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-08 Award. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-09 Bidder. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 Building area. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 Calendar day. Every day shown on the calendar.

10-12 Change order. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

10-13 Contract. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

10-14 Contract item (pay item). A specific unit of work for which a price is provided in the contract.

10-15 Contract time. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 Contractor. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 Contractor's laboratory. The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18 Construction Safety and Phasing Plan (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-19 Drainage system. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-20 Engineer. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering observation of the contract work and acting directly or through an authorized representative.

10-21 Equipment. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-22 Extra work. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-23 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

10-24 Federal specifications. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-25 Force account. Force account work is planning, engineering, or construction work done by the Sponsor's employees.

10-26 Inspector. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-27 Intention of terms. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-28 Laboratory. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

10-29 Lighting. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-30 Major and minor contract items. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-31 Materials. Any substance specified for use in the construction of the contract work.

10-32 Notice to Proceed (NTP). A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-33 Owner. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only.

10-34 Passenger Facility Charge (PFC). Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls."

10-35 Pavement. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-36 Payment bond. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-37 Performance bond. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-38 Plans. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-39 Project. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-40 Proposal. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-41 Proposal guaranty. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-42 Runway. The area on the airport prepared for the landing and takeoff of aircraft.

10-43 Specifications. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-44 Sponsor. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

10-45 Structures. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-46 Subgrade. The soil that forms the pavement foundation.

10-47 Superintendent. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-48 Supplemental agreement. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-49 Surety. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-50 Taxiway. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-51 Work. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-52 Working day. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

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SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). See Bidding Requirements, Page 1

20-02 Qualification of bidders. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

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

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-03 Contents of proposal forms. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

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

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

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise

made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

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

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

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

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

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

20-10 Bid guarantee. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

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

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

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

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

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SECTION 30 AWARD AND EXECUTION OF CONTRACT

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

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

a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

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

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **120** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

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

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the

Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection 30-06 titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

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

40-02 Alteration of work and quantities. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

40-03 Omitted items. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

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

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations

of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. ~~[Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.]~~

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

END OF SECTION 40

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SECTION 50 CONTROL OF WORK

50-01 Authority of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

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

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

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

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

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

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

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

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

LIST OF SPECIAL PROVISIONS

50-04 Cooperation of Contractor. The Contractor will be supplied with five copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

50-05 Cooperation between contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

50-06 Construction layout and stakes. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): **AutoCad with ASCII file**. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station

- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
- b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:
 - (1) Runways – each paving lane width
 - (2) Taxiways – each paving lane width
 - (3) Holding areas – each paving lane width
- c. After finish paving operations at 50-foot (15-m) stations:
 - (1) All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.
- e. Fence lines at 100-foot (30-m) stations minimum.
- f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.
- h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).
- i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 Automatically controlled equipment. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 Authority and duties of inspectors. Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

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

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

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

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

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

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

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

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

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

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

~~**50-17 Cost reduction incentive.** The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.~~

~~On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.~~

~~Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.~~

As a minimum, the following information shall be submitted by the Contractor with each proposal:

- ~~a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each.~~
- ~~b. An itemization of the contract requirements that must be changed if the proposal is adopted.~~
- ~~c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes.~~
- ~~d. A statement of the time by which a change order adopting the proposal must be issued.~~
- ~~e. A statement of the effect adoption of the proposal will have on the time for completion of the contract.~~
- ~~f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.~~

~~The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted by the Engineer, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction proposal that may be submitted.~~

~~The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.~~

~~The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.~~

~~The Owner may require the Contractor to share in the Owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a cost reduction proposal from amounts payable to the Contractor under the contract.~~

~~If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the Engineer's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.~~

~~The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work.~~

~~Acceptance of the cost reduction proposal and performance of the cost reduction work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.~~

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

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

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,

b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The ~~required following~~ airport lighting equipment is *specified in the technical specifications required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection: []*.

60-02 Samples, tests, and cited specifications. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

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

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

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

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

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “brand name,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

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

Should the Contractor propose to furnish an “or equal” material or assembly, the Contractor shall furnish the manufacturer’s certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

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

60-05 Engineer’s field office. ~~Not Used. The Contractor shall furnish for the duration of the project one building for the use of the field Engineers and inspectors, as a field office. This facility shall be an approved weatherproof building meeting the current State Highway Specifications (for example, Class I Field Office or Type C Structure). This building shall be located conveniently near to the construction and shall be separate from any building used by the Contractor. The Contractor shall furnish facsimile (FAX) machine, photocopy machine, water, sanitary facilities, heat, air conditioning, and electricity. The Contractor and the Contractor’s superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials used into the work.~~

60-06 Storage of materials. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

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

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

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

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

END OF SECTION 60

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SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated on the drawings.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal aid participation. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

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

70-07 Public convenience and safety. The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 Barricades, warning signs, and hazard markings. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-09 Use of explosives. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

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

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

70-13 Opening sections of the work to traffic. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as applicable.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from

the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

70-19 Environmental protection. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least **30** percent of the total contract cost.

Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-02 Notice to proceed. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 Limitation of operations. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Refer to project drawings.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the

current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

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

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

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

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be

reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

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

80-07 Determination and extension of contract time. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

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

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

The maximum construction time allowed for Schedules ~~[]~~ will be the sum of the time allowed for individual schedules but not more than ~~[]~~ days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and

the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

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

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

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

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

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

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

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum distance of ~~or [] feet~~ from the centerline of an active runway *as indicated on the drawings*. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within *the runway safety area* ~~[] feet~~ of an active runway at any time.

END OF SECTION 80

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SECTION 90 MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

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

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term “ton” will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

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

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (kg).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as

provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

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

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

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

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or

supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

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

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

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

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or

advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

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

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Project closeout. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

- c.** Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.
- d.** Complete all punch list items identified during the Final Inspection.
- e.** Provide complete release of all claims for labor and material arising out of the Contract.
- f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g.** When applicable per state requirements, return copies of sales tax completion forms.
- h.** Manufacturer's certifications for all items incorporated in the work.
- i.** All required record drawings, as-built drawings or as-constructed drawings.
- j.** Project Operation and Maintenance (O&M) Manual.
- k.** Security for Construction Warranty.
- l.** Equipment commissioning documentation submitted, if required.

AFFIDAVIT

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS, CLAIMS AND RELEASE OF LIENS.

Whereas a contract was entered into on _____, between the Savannah Airport

Commission and _____

for construction of _____.

The undersigned hereby certifies that all work under the above contract has been performed in accordance with the terms thereof, that all material suppliers, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character including disputed claims or any claims to which the contractor/party has or will assert any defense arising out of their performance of the contract which have not been paid and satisfied in full

The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damages of any kind, nature or description which might constitute a lien upon the property of the Owner.

The undersigned makes this affidavit as provided by law for the purpose of receiving payment for work performed during this contract of all claims against the Owner arising under or by virtue of this contract. Acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of this contract.

This pay period from _____ to _____

Signature _____

Title _____

Company _____

Personally appeared before me, the Undersigned Authority, _____
who is known to me to be an official of the firm of _____
who after being duly sworn, stated of his oath that he had read the above statement and that the same is true and correct.

This _____ day of _____, _____.

Notary Public, State of _____

My Commission expires _____

PERIODIC PAY REQUEST

AFFIDAVIT

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS, CLAIMS AND RELEASE OF LIENS

Whereas a contract was entered into on _____, between the Savannah Airport Commission
and _____
for construction of _____.

The undersigned thereby certifies that all work under the above contract has been performed in accordance with the terms thereof, that all material suppliers, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character including disputed claims or any claims to which the contractor/party has or will assert any defense arising out of the performance of the contract which have not been paid and satisfied in full.

The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature or description which might constitute a lien upon the property of the owner.

The undersigned makes this affidavit as provided by law for the purpose of receiving final payment in full settlement for work performed during the contract of all claims against the owner arising under or by virtue of this contract. Acceptance of such payment is acknowledged as a release of the owner from any and all claims arising under or by virtue of this contract.

This _____ day of _____.

Signature _____

Title _____

Company _____

Personally appeared before me, the Undersigned Authority, _____

_____ Who is known to me to be an official of the firm of _____
_____ Who after being duly sworn, stated
of his oath that he had read the above statement and that the same is true and correct.

This _____ day of _____.

Notary Public, State of _____

My Commission expires _____.

FINAL PAY REQUEST

END OF SECTION 90

SECTION 100 CONTRACTOR QUALITY CONTROL PROGRAM

100-01 General. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over \$500,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 Description of program.

a. General description. The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least **14** calendar days before the **first phase of work**. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities

g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

100-03 Quality control organization. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. Quality control technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.

(3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 Project progress schedule. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-06 Inspection requirements. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-07 Quality control testing plan. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)

b. Item description (for example, Plant Mix Bituminous Pavements)

c. Test type (for example, gradation, grade, asphalt content)

d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (for example, plant technician)

g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

100-08 Documentation. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements

- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 Corrective action requirements. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 Surveillance by the Engineer. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 Noncompliance.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

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SECTION 105 MOBILIZATION

105-1 Description. This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-1.1 Posted notices. Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-2 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
 - b. When 25% or more of the original contract is earned, an additional 25%.
 - c. When 50% or more of the original contract is earned, an additional 40%.
 - d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by 90-11, the final 10%.
- See Technical Specification P-105 for additional information.

END OF SECTION 105

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SECTION 110 METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 General. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-02 Method for computing PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average (\bar{X}) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: \bar{X} = Sample average of all subplot values within a lot

x_1, x_2 = Individual subplot values

n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set

d_1, d_2 = Deviations of the individual subplot values x_1, x_2, \dots from the average value \bar{X}

that is: $d_1 = (x_1 - \bar{X})$, $d_2 = (x_2 - \bar{X})$... $d_n = (x_n - \bar{X})$

n = Number of sublots

- f. For single sided specification limits (that is, L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (that is, L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$

and

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95\% \text{ density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and $n = 4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 \dots n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. Use $n=4$ and upper 5% significance level of to find the critical value for test criterion = 1.463.
3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion,
then the measurement is not considered an outlier

For A-3, check if $(99.30 - 97.95) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion,
then the measurement is not considered an outlier.

For A-1, check if $(97.95 - 96.60) / 1.15$ is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than $(97.95 + 1.463 \times 1.15) = 99.63\%$

OR

less than $(97.95 - 1.463 \times 1.15) = 96.27\%$.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

| Percent Within Limits (P_L and P_U) | Positive Values of Q (Q_L and Q_U) | | | | | | | |
|--|--|--------|--------|--------|--------|--------|--------|--------|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 99 | 1.1541 | 1.4700 | 1.6714 | 1.8008 | 1.8888 | 1.9520 | 1.9994 | 2.0362 |
| 98 | 1.1524 | 1.4400 | 1.6016 | 1.6982 | 1.7612 | 1.8053 | 1.8379 | 1.8630 |
| 97 | 1.1496 | 1.4100 | 1.5427 | 1.6181 | 1.6661 | 1.6993 | 1.7235 | 1.7420 |
| 96 | 1.1456 | 1.3800 | 1.4897 | 1.5497 | 1.5871 | 1.6127 | 1.6313 | 1.6454 |
| 95 | 1.1405 | 1.3500 | 1.4407 | 1.4887 | 1.5181 | 1.5381 | 1.5525 | 1.5635 |
| 94 | 1.1342 | 1.3200 | 1.3946 | 1.4329 | 1.4561 | 1.4717 | 1.4829 | 1.4914 |
| 93 | 1.1269 | 1.2900 | 1.3508 | 1.3810 | 1.3991 | 1.4112 | 1.4199 | 1.4265 |
| 92 | 1.1184 | 1.2600 | 1.3088 | 1.3323 | 1.3461 | 1.3554 | 1.3620 | 1.3670 |
| 91 | 1.1089 | 1.2300 | 1.2683 | 1.2860 | 1.2964 | 1.3032 | 1.3081 | 1.3118 |
| 90 | 1.0982 | 1.2000 | 1.2290 | 1.2419 | 1.2492 | 1.2541 | 1.2576 | 1.2602 |
| 89 | 1.0864 | 1.1700 | 1.1909 | 1.1995 | 1.2043 | 1.2075 | 1.2098 | 1.2115 |
| 88 | 1.0736 | 1.1400 | 1.1537 | 1.1587 | 1.1613 | 1.1630 | 1.1643 | 1.1653 |
| 87 | 1.0597 | 1.1100 | 1.1173 | 1.1192 | 1.1199 | 1.1204 | 1.1208 | 1.1212 |
| 86 | 1.0448 | 1.0800 | 1.0817 | 1.0808 | 1.0800 | 1.0794 | 1.0791 | 1.0789 |
| 85 | 1.0288 | 1.0500 | 1.0467 | 1.0435 | 1.0413 | 1.0399 | 1.0389 | 1.0382 |
| 84 | 1.0119 | 1.0200 | 1.0124 | 1.0071 | 1.0037 | 1.0015 | 1.0000 | 0.9990 |
| 83 | 0.9939 | 0.9900 | 0.9785 | 0.9715 | 0.9671 | 0.9643 | 0.9624 | 0.9610 |
| 82 | 0.9749 | 0.9600 | 0.9452 | 0.9367 | 0.9315 | 0.9281 | 0.9258 | 0.9241 |
| 81 | 0.9550 | 0.9300 | 0.9123 | 0.9025 | 0.8966 | 0.8928 | 0.8901 | 0.8882 |
| 80 | 0.9342 | 0.9000 | 0.8799 | 0.8690 | 0.8625 | 0.8583 | 0.8554 | 0.8533 |
| 79 | 0.9124 | 0.8700 | 0.8478 | 0.8360 | 0.8291 | 0.8245 | 0.8214 | 0.8192 |
| 78 | 0.8897 | 0.8400 | 0.8160 | 0.8036 | 0.7962 | 0.7915 | 0.7882 | 0.7858 |
| 77 | 0.8662 | 0.8100 | 0.7846 | 0.7716 | 0.7640 | 0.7590 | 0.7556 | 0.7531 |
| 76 | 0.8417 | 0.7800 | 0.7535 | 0.7401 | 0.7322 | 0.7271 | 0.7236 | 0.7211 |
| 75 | 0.8165 | 0.7500 | 0.7226 | 0.7089 | 0.7009 | 0.6958 | 0.6922 | 0.6896 |
| 74 | 0.7904 | 0.7200 | 0.6921 | 0.6781 | 0.6701 | 0.6649 | 0.6613 | 0.6587 |
| 73 | 0.7636 | 0.6900 | 0.6617 | 0.6477 | 0.6396 | 0.6344 | 0.6308 | 0.6282 |
| 72 | 0.7360 | 0.6600 | 0.6316 | 0.6176 | 0.6095 | 0.6044 | 0.6008 | 0.5982 |
| 71 | 0.7077 | 0.6300 | 0.6016 | 0.5878 | 0.5798 | 0.5747 | 0.5712 | 0.5686 |
| 70 | 0.6787 | 0.6000 | 0.5719 | 0.5582 | 0.5504 | 0.5454 | 0.5419 | 0.5394 |
| 69 | 0.6490 | 0.5700 | 0.5423 | 0.5290 | 0.5213 | 0.5164 | 0.5130 | 0.5105 |
| 68 | 0.6187 | 0.5400 | 0.5129 | 0.4999 | 0.4924 | 0.4877 | 0.4844 | 0.4820 |
| 67 | 0.5878 | 0.5100 | 0.4836 | 0.4710 | 0.4638 | 0.4592 | 0.4560 | 0.4537 |
| 66 | 0.5563 | 0.4800 | 0.4545 | 0.4424 | 0.4355 | 0.4310 | 0.4280 | 0.4257 |
| 65 | 0.5242 | 0.4500 | 0.4255 | 0.4139 | 0.4073 | 0.4030 | 0.4001 | 0.3980 |
| 64 | 0.4916 | 0.4200 | 0.3967 | 0.3856 | 0.3793 | 0.3753 | 0.3725 | 0.3705 |
| 63 | 0.4586 | 0.3900 | 0.3679 | 0.3575 | 0.3515 | 0.3477 | 0.3451 | 0.3432 |
| 62 | 0.4251 | 0.3600 | 0.3392 | 0.3295 | 0.3239 | 0.3203 | 0.3179 | 0.3161 |
| 61 | 0.3911 | 0.3300 | 0.3107 | 0.3016 | 0.2964 | 0.2931 | 0.2908 | 0.2892 |
| 60 | 0.3568 | 0.3000 | 0.2822 | 0.2738 | 0.2691 | 0.2660 | 0.2639 | 0.2624 |
| 59 | 0.3222 | 0.2700 | 0.2537 | 0.2461 | 0.2418 | 0.2391 | 0.2372 | 0.2358 |
| 58 | 0.2872 | 0.2400 | 0.2254 | 0.2186 | 0.2147 | 0.2122 | 0.2105 | 0.2093 |
| 57 | 0.2519 | 0.2100 | 0.1971 | 0.1911 | 0.1877 | 0.1855 | 0.1840 | 0.1829 |
| 56 | 0.2164 | 0.1800 | 0.1688 | 0.1636 | 0.1607 | 0.1588 | 0.1575 | 0.1566 |
| 55 | 0.1806 | 0.1500 | 0.1406 | 0.1363 | 0.1338 | 0.1322 | 0.1312 | 0.1304 |
| 54 | 0.1447 | 0.1200 | 0.1125 | 0.1090 | 0.1070 | 0.1057 | 0.1049 | 0.1042 |
| 53 | 0.1087 | 0.0900 | 0.0843 | 0.0817 | 0.0802 | 0.0793 | 0.0786 | 0.0781 |
| 52 | 0.0725 | 0.0600 | 0.0562 | 0.0544 | 0.0534 | 0.0528 | 0.0524 | 0.0521 |
| 51 | 0.0363 | 0.0300 | 0.0281 | 0.0272 | 0.0267 | 0.0264 | 0.0262 | 0.0260 |
| 50 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |

| Percent Within Limits (P _L and P _U) | Negative Values of Q (Q _L and Q _U) | | | | | | | |
|---|---|---------|---------|---------|---------|---------|---------|---------|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 49 | -0.0363 | -0.0300 | -0.0281 | -0.0272 | -0.0267 | -0.0264 | -0.0262 | -0.0260 |
| 48 | -0.0725 | -0.0600 | -0.0562 | -0.0544 | -0.0534 | -0.0528 | -0.0524 | -0.0521 |
| 47 | -0.1087 | -0.0900 | -0.0843 | -0.0817 | -0.0802 | -0.0793 | -0.0786 | -0.0781 |
| 46 | -0.1447 | -0.1200 | -0.1125 | -0.1090 | -0.1070 | -0.1057 | -0.1049 | -0.1042 |
| 45 | -0.1806 | -0.1500 | -0.1406 | -0.1363 | -0.1338 | -0.1322 | -0.1312 | -0.1304 |
| 44 | -0.2164 | -0.1800 | -0.1688 | -0.1636 | -0.1607 | -0.1588 | -0.1575 | -0.1566 |
| 43 | -0.2519 | -0.2100 | -0.1971 | -0.1911 | -0.1877 | -0.1855 | -0.1840 | -0.1829 |
| 42 | -0.2872 | -0.2400 | -0.2254 | -0.2186 | -0.2147 | -0.2122 | -0.2105 | -0.2093 |
| 41 | -0.3222 | -0.2700 | -0.2537 | -0.2461 | -0.2418 | -0.2391 | -0.2372 | -0.2358 |
| 40 | -0.3568 | -0.3000 | -0.2822 | -0.2738 | -0.2691 | -0.2660 | -0.2639 | -0.2624 |
| 39 | -0.3911 | -0.3300 | -0.3107 | -0.3016 | -0.2964 | -0.2931 | -0.2908 | -0.2892 |
| 38 | -0.4251 | -0.3600 | -0.3392 | -0.3295 | -0.3239 | -0.3203 | -0.3179 | -0.3161 |
| 37 | -0.4586 | -0.3900 | -0.3679 | -0.3575 | -0.3515 | -0.3477 | -0.3451 | -0.3432 |
| 36 | -0.4916 | -0.4200 | -0.3967 | -0.3856 | -0.3793 | -0.3753 | -0.3725 | -0.3705 |
| 35 | -0.5242 | -0.4500 | -0.4255 | -0.4139 | -0.4073 | -0.4030 | -0.4001 | -0.3980 |
| 34 | -0.5563 | -0.4800 | -0.4545 | -0.4424 | -0.4355 | -0.4310 | -0.4280 | -0.4257 |
| 33 | -0.5878 | -0.5100 | -0.4836 | -0.4710 | -0.4638 | -0.4592 | -0.4560 | -0.4537 |
| 32 | -0.6187 | -0.5400 | -0.5129 | -0.4999 | -0.4924 | -0.4877 | -0.4844 | -0.4820 |
| 31 | -0.6490 | -0.5700 | -0.5423 | -0.5290 | -0.5213 | -0.5164 | -0.5130 | -0.5105 |
| 30 | -0.6787 | -0.6000 | -0.5719 | -0.5582 | -0.5504 | -0.5454 | -0.5419 | -0.5394 |
| 29 | -0.7077 | -0.6300 | -0.6016 | -0.5878 | -0.5798 | -0.5747 | -0.5712 | -0.5686 |
| 28 | -0.7360 | -0.6600 | -0.6316 | -0.6176 | -0.6095 | -0.6044 | -0.6008 | -0.5982 |
| 27 | -0.7636 | -0.6900 | -0.6617 | -0.6477 | -0.6396 | -0.6344 | -0.6308 | -0.6282 |
| 26 | -0.7904 | -0.7200 | -0.6921 | -0.6781 | -0.6701 | -0.6649 | -0.6613 | -0.6587 |
| 25 | -0.8165 | -0.7500 | -0.7226 | -0.7089 | -0.7009 | -0.6958 | -0.6922 | -0.6896 |
| 24 | -0.8417 | -0.7800 | -0.7535 | -0.7401 | -0.7322 | -0.7271 | -0.7236 | -0.7211 |
| 23 | -0.8662 | -0.8100 | -0.7846 | -0.7716 | -0.7640 | -0.7590 | -0.7556 | -0.7531 |
| 22 | -0.8897 | -0.8400 | -0.8160 | -0.8036 | -0.7962 | -0.7915 | -0.7882 | -0.7858 |
| 21 | -0.9124 | -0.8700 | -0.8478 | -0.8360 | -0.8291 | -0.8245 | -0.8214 | -0.8192 |
| 20 | -0.9342 | -0.9000 | -0.8799 | -0.8690 | -0.8625 | -0.8583 | -0.8554 | -0.8533 |
| 19 | -0.9550 | -0.9300 | -0.9123 | -0.9025 | -0.8966 | -0.8928 | -0.8901 | -0.8882 |
| 18 | -0.9749 | -0.9600 | -0.9452 | -0.9367 | -0.9315 | -0.9281 | -0.9258 | -0.9241 |
| 17 | -0.9939 | -0.9900 | -0.9785 | -0.9715 | -0.9671 | -0.9643 | -0.9624 | -0.9610 |
| 16 | -1.0119 | -1.0200 | -1.0124 | -1.0071 | -1.0037 | -1.0015 | -1.0000 | -0.9990 |
| 15 | -1.0288 | -1.0500 | -1.0467 | -1.0435 | -1.0413 | -1.0399 | -1.0389 | -1.0382 |
| 14 | -1.0448 | -1.0800 | -1.0817 | -1.0808 | -1.0800 | -1.0794 | -1.0791 | -1.0789 |
| 13 | -1.0597 | -1.1100 | -1.1173 | -1.1192 | -1.1199 | -1.1204 | -1.1208 | -1.1212 |
| 12 | -1.0736 | -1.1400 | -1.1537 | -1.1587 | -1.1613 | -1.1630 | -1.1643 | -1.1653 |
| 11 | -1.0864 | -1.1700 | -1.1909 | -1.1995 | -1.2043 | -1.2075 | -1.2098 | -1.2115 |
| 10 | -1.0982 | -1.2000 | -1.2290 | -1.2419 | -1.2492 | -1.2541 | -1.2576 | -1.2602 |
| 9 | -1.1089 | -1.2300 | -1.2683 | -1.2860 | -1.2964 | -1.3032 | -1.3081 | -1.3118 |
| 8 | -1.1184 | -1.2600 | -1.3088 | -1.3323 | -1.3461 | -1.3554 | -1.3620 | -1.3670 |
| 7 | -1.1269 | -1.2900 | -1.3508 | -1.3810 | -1.3991 | -1.4112 | -1.4199 | -1.4265 |
| 6 | -1.1342 | -1.3200 | -1.3946 | -1.4329 | -1.4561 | -1.4717 | -1.4829 | -1.4914 |
| 5 | -1.1405 | -1.3500 | -1.4407 | -1.4887 | -1.5181 | -1.5381 | -1.5525 | -1.5635 |
| 4 | -1.1456 | -1.3800 | -1.4897 | -1.5497 | -1.5871 | -1.6127 | -1.6313 | -1.6454 |
| 3 | -1.1496 | -1.4100 | -1.5427 | -1.6181 | -1.6661 | -1.6993 | -1.7235 | -1.7420 |
| 2 | -1.1524 | -1.4400 | -1.6016 | -1.6982 | -1.7612 | -1.8053 | -1.8379 | -1.8630 |
| 1 | -1.1541 | -1.4700 | -1.6714 | -1.8008 | -1.8888 | -1.9520 | -1.9994 | -2.0362 |

END OF SECTION 110

**SECTION 130 –
GENERAL PROVISIONS**

**UPDATED
DECEMBER 12, 2017**



Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

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RECORD OF CHANGES

| No. | Date | Item | Change |
|-----|------------|--|--|
| 1 | 1/29/2016 | Entire Document | Re-structured document to enhance user understanding of use and applicability; added suggested provisions for “Termination for Cause”, “Recovered Materials”, “Seismic Safety”. |
| 2 | 6/10/2016 | Table 1 | Distracted Driving: Updated “Dollar Threshold” to \$3,500 to reflect current micro-purchase threshold. |
| 3 | 6/10/2016 | A2, Affirmative Action | Update the reference to the Department of Labor online document to be “Participation Goals for Minority and Females” |
| 4 | 6/10/2016 | A12, Disadvantaged Business Enterprise | <p>A12.3: Changed Title to “Required Provisions”</p> <p>A12.3.1: Corrected starting timeframe for submitting written confirmation from “Owner Notice of Award” to “bid opening”</p> <p>A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016.</p> <p>A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language.</p> <p>A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program.</p> |
| 5 | 12/12/2017 | Cover | Change title of document for clarity |
| 6 | 12/12/2017 | 1. Purpose of this Document | <p>Added clarifying text addressing purpose and limitations of this guidance.</p> <p>1.7-1.9: Added definitions of contract, applicant, bid</p> |
| 7 | 12/12/2017 | 2. Sponsor requirements | Added clarifying text addressing sponsor responsibilities. |
| 8 | 12/12/2017 | 3. Typical Procurement Steps | Added clarifying text for typical procurement process steps. |
| 9 | 12/12/2017 | Table 1 – Applicability Matrix | <p>Re-arranged table in alphabetic order.</p> <p>Added “Solicitation” column to address solicitation provisions</p> <p>Item I, Seismic Safety: Added Limited Application</p> <p>Added note on Airport Concessions Disadvantaged Business Enterprises</p> |
| 10 | 12/12/2017 | All Clauses | Clarifying revisions made to applicability section. |
| 11 | 12/12/2017 | A5, Civil Rights - General | Rephrased General Civil Rights Provision to simplify language and to clarify duration of obligation for tenant/concessionaire/lessee |
| 12 | 12/12/2017 | A6.3.1 Civil Rights – Solicitations | Added sponsor must select either DBE or ACDBE |
| 12 | 12/12/2017 | A12, Disadvantaged Business Enterprise | <p>The deadline to submit DBE confirmation of participation is now 5 days after bid opening or as a matter of bid responsiveness.</p> <p>Updated DBE contract assurance (12.3.3) to match language of 49 CFR § 26.13</p> |
| 13 | 12/12/2017 | A24, Tax Delinquency and Felony Conviction | New certification addressing contractor tax delinquency and felony conviction. |

CONTRACT GUIDANCE

1. Purpose of this Document

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates all possible provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program. The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) Federal laws and regulations require that an sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 3) The term **sponsor** is used in this document to mean either an obligated sponsor on a project that is not federally funded, or a sponsor on an AIP funded project.
- 4) The term **Owner** is generally used in the solicitation or contract clauses because of its common use in public contracts.
- 5) An Owner becomes an obligated sponsor upon acceptance of the Airport Improvement Program (AIP) grant assurances associated with current or prior AIP grant funded projects.
- 6) For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts and supplier contracts such as purchase orders.
- 7) For purpose of remaining compliant with its obligations, a sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 8) The term **contractor** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
- 9) The term **bid** is understood to mean a bid, an offer, or a proposal.
- 10) **Applicant:**
 - a. For the Equal Employment Opportunity (EEO) clause, the term **applicant** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).
 - b. For all other clauses, the term **applicant** means a bidder, offeror, or proposer for a contract.

2. Sponsor Requirements

In general, the sponsor must take the following actions in order to remain consistent with its obligations:

- 1) Include in its procurements the provisions that are applicable to its project.
- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a sponsor must use.
 - (a) **Mandatory Language** - Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision **without change**, except where specific adaptive input is necessary (e.g. such as the sponsor's name).
 - (b) **No Mandatory Language Provided** - For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some sponsors may already have

standard procurement language that is equivalent to those federal provisions. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The usual procurement steps in a project are:

- 1) Solicitation, Request for Bids or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications and related project documents.
- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates and reviews all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement to perform services or provide goods.

4. Applicability Matrix for Contract Provisions

[Table 1](#) summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the sponsor may incorporate references in the **solicitation** in lieu of including the entire text.

Meaning of cell values

- Info –Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

| Provisions/Clauses | Dollar Threshold | Solicitation | Professional Services | Construction | Equipment | Property (Land) | Non-AIP Contracts |
|--|------------------|--------------|-----------------------|--------------|-----------|-----------------|-------------------|
| Access to Records and Reports | \$ 0 | NIS | REQD | REQD | REQD | REQD | n/a |
| Affirmative Action Requirement | \$10,000 | REQD | Limited | REQD | Limited | Limited | n/a |
| Breach of Contract | \$150,000 | NIS | REQD | REQD | REQD | REQD | n/a |
| Buy American Preferences | \$ 0 | REF | Limited | REQD | REQD | Limited | n/a |
| (1) Buy American Statement | \$ 0 | NIS | Limited | REQD | REQD | Limited | n/a |
| (2) BA – Total Facility | \$ 0 | NIS | Limited | REQD | REQD | Limited | n/a |
| (3) B.A. – Manufactured Product | \$ 0 | NIS | Limited | REQD | REQD | Limited | n/a |
| Civil Rights – General | \$ 0 | NIS | REQD | REQD | REQD | REQD | REQD |
| Civil Rights - Title VI Assurances | \$ 0 | REF | REQD | REQD | REQD | REQD | REQD |
| (1) Notice - Solicitation | \$ 0 | REQD | REQD | REQD | REQD | REQD | REQD |
| (2) Clause - Contracts | \$ 0 | NIS | REQD | REQD | REQD | REQD | REQD |
| (3) Clause – Transfer of U.S. Property | \$ 0 | NIS | n/a | n/a | n/a | Limited | REQD |
| (4) Clause – Transfer of Real Property | \$ 0 | NIS | n/a | n/a | n/a | REQD | REQD |
| (5) Clause - Construct/Use/Access to Real Property | \$ 0 | NIS | n/a | n/a | n/a | REQD | REQD |
| (6) List – Pertinent Authorities | \$0 | NIS | REQD | REQD | REQD | REQD | REQD |
| Clean Air/Water Pollution Control | \$150,000 | NIS | REQD | REQD | REQD | REQD | n/a |
| Contract Work Hours and Safety Standards | \$100,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| Copeland Anti-Kickback | \$ 2,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| Davis Bacon Requirements | \$ 2,000 | REF | Limited | REQD | Limited | Limited | n/a |
| Debarment and Suspension | \$25,000 | REF | REQD | REQD | REQD | Limited | n/a |
| Disadvantaged Business Enterprise | \$ 0 | REF | REQD | REQD | REQD | REQD | n/a |
| Distracted Driving | \$3,500 | NIS | REQD | REQD | REQD | REQD | n/a |
| Energy Conservation Requirements | \$ 0 | NIS | REQD | REQD | REQD | REQD | n/a |
| Equal Employment Opportunity | \$10,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| (1) EEO Contract Clause | \$10,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| (2) EEO Specification | \$10,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| Federal Fair Labor Standards Act | \$ 0 | NIS | REQD | REQD | REQD | REQD | Info |
| Foreign Trade Restriction | \$ 0 | REF | REQD | REQD | REQD | REQD | n/a |
| Lobbying Federal Employees | \$ 100,000 | REF | REQD | REQD | REQD | REQD | n/a |
| Occupational Safety and Health Act | \$ 0 | NIS | REQD | REQD | REQD | REQD | Info |
| Prohibition of Segregated Facilities | \$10,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| Recovered Materials | \$10,000 | REF | Limited | REQD | REQD | Limited | n/a |
| Rights to Inventions | \$ 0 | NIS | Limited | Limited | Limited | n/a | n/a |
| Seismic Safety | \$ 0 | NIS | Limited | Limited | Limited | n/a | n/a |
| Tax Delinquency and Felony Conviction | \$ 0 | NIS | REQD | REQD | REQD | REQD | n/a |
| Termination of Contract | \$10,000 | NIS | REQD | REQD | REQD | REQD | n/a |
| Veteran’s Preference | \$ 0 | NIS | REQD | REQD | REQD | REQD | n/a |

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and snow removal vehicles).

Professional Services – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

Property/Land – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – MANDATORY TEXT. The sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

A2.3 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

Goals for minority participation for each trade: **[sponsor must insert established goal]**

Goals for female participation in each trade: 6.9%

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

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

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

identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is **Georgia, Chatham County, Savannah.**

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor / Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor / Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor / Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor / Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor / Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

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

Timing of Waiver Requests. Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A4.3 SOLICITATION CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the

United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

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

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

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

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

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

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

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

Use of Provision – MANDATORY TEXT. There are two separate general civil rights provisions—one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|---|--|--------------------------------------|
| Title VI Solicitation Notice – <ul style="list-style-type: none">Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination ClausesAssurance 30d of the Airport Sponsor Assurances | 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All sponsor proposals for negotiated agreements regardless of funding source. | A6.3.1 |
| Title VI Clauses for Compliance with Nondiscrimination Requirements <ul style="list-style-type: none">Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination ClausesAssurance 30e.1 of the Airport Sponsor Assurances | Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities) It has been determined that service contracts with utility companies that are already subject to nondiscrimination requirements must include this clause. | A6.4.1 |

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|--|---|--------------------------------------|
| <p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.3 of the Airport Sponsor Assurances | <p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.</p> <p>This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</p> | A6.4.2 |
| <p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.4a of the Airport Sponsor Assurances | <p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</p> | A6.4.3 |
| <p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.4b of the Airport Sponsor Assurances | <p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal.</p> | A6.4.4 |
| <p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.2 of the Airport Sponsor Assurances | <p>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.</p> <p>This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</p> | A6.4.5 |

A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)