

INVITATION FOR BIDS (IFB)

Replace and Upgrade Communications
and Weather Equipment
at the Airport Traffic Control Tower



County of Victoria - Victoria Regional Airport

609 Foster Field Drive

Victoria, TX 77904

Issued: October 6, 2024

Proposal Due Date: October 24, 2024 at 3:00 PM

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SECTION 2 – INVITATION FOR BIDS

**INVITATION FOR BIDS (IFB), BID SPECIFICATION AND BID FORMS to
Replace and Upgrade Communications and Weather Equipment
at the Airport Traffic Control Tower**

COUNTY OF VICTORIA - VICTORIA REGIONAL AIRPORT
609 Foster Field Drive
Victoria, TX 77904

The County of Victoria, Texas and the Victoria Regional Airport (VCT) are accepting bids for the following:

Replace and Upgrade Communications and Weather Equipment

Copies of this IFB may be obtained from the Victoria County Judge's Office at 101 N. Bridge St., Room 102, Victoria, TX 77901 or online at <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>.

The bidder shall use lump sum pricing.

The method of payment shall be from Current Operating Funds.

Bid, Payment and Performance Bonds are required. Only qualified firms should bid.

Bids shall be received in the Victoria County Judge's Office at 101 N. Bridge St., Room 102, Victoria, TX 77901 until **Thursday, October 24, 2024 at 3:00 PM CDT**.

The outside of the envelope shall contain bidder's name and address and be plainly marked:

**"County of Victoria – Victoria Regional Airport – Replace and Upgrade Communications and
Weather Equipment"**

Late submissions will not be accepted under any circumstances. The time shown on the phone system in the County Judge's Office shall be the official clock. Responses received after the deadline will be returned unopened.

Bids will be held unopened until Thursday, October 24, 2024. They will be publicly opened with the Respondent's name and bid amount read aloud during the public meeting at 3:15 PM in the Victoria County Commissioners Courtroom, located at 115 N. Bridge St., Room 241, Victoria, Texas 77901. Formal action on bids will be considered at a future meeting at Victoria County Commissioners Court. All Bids shall include all requirements of the **County of Victoria - Victoria Regional Airport - Replace and Upgrade Communications and Weather Equipment**.

No bids may be withdrawn for a period of 90 days subsequent to the opening of the bids without the consent of the County. The County reserves the right to reject any and/or all bids and to accept any bid deemed by the County as providing the best value for and being most beneficial to the County, and to waive all formalities in the bid process. Federal and State regulations apply to this bid.

On site inspections can be accommodated. A non-mandatory Prebid meeting will be held on October 15, 2024 at 10 AM CDT at the Victoria Regional Airport Terminal Conference Room, 609 Foster Field Drive, Victoria, TX 77904.

Publish on:
10/6/2024
10/13/2024

Michelle Samford
Victoria County Auditor

SECTION 3 – BID INSTRUCTIONS, REQUIREMENTS, AND TERMS & CONDITIONS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing via email to AJT Engineering, Inc. at peted@ajteng.com, fliph@ajteng.com and AReyes@vctx.org no later than October 17, 2024 at 3:00 PM (Central Time). Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and unambiguous and the competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions, and specifications.
2. Bids are mailed only as a courtesy. The County of Victoria (The County) does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local paper (The Victoria Advocate) and should personally pick up bids and specifications. Copies of this IFB may be obtained from the Victoria County Judge's Office, 101 N. Bridge St., Room 102 or online at <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>.
3. The Bid title: "County of Victoria – Victoria Regional Airport – Replace and Upgrade Communications and Weather Equipment", bidders name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by Victoria County on or before the specified bid opening date and time. Bidder shall submit two (2) hard copies and one (1) electronic copy on a USB drive of their complete bid package. Late bids will not be considered under any circumstances. Bids may be delivered in person to the Victoria County Judge's Office, or by Express Mail, or delivery service to:

Victoria Regional Airport Director
Attn: Vinicio "Lenny" Llerena
c/o Amanda Reyes
101 N. Bridge St., Room 102
Victoria, TX 77901

The outside of the envelope shall contain the bidder's name and address and be plainly marked:

**"County of Victoria – Victoria Regional Airport – Replace and Upgrade
Communications and Weather Equipment"**

5. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the County has determined the contractor to be in default, the County reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
6. The County specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the County, and to reject all proposals.
7. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be manually signed by a properly authorized party. Failure to do so may be cause to reject

the bid as non-responsive.

10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the County reserves the right to determine the acceptability of any equivalent offered.
11. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the County to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. Each Bidder shall submit, on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, as outlined in the technical specifications his/her experience record in this work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to properly carry out the terms of the Contract.
14. All applicable Chemicals must meet EPA requirements. Bidders must submit Chemical product label, Safety Data Sheet, and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to County final destination within the Victoria Regional Airport. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. All prices in bid shall remain in effect for a period of at least ninety (90) days. The County purchases are excluded from state and local taxes.
17. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between the County and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by the County.
18. Each Bidder shall fully acquaint himself with the existing conditions at the proposed work site relating to installation and labor, and shall fully inform himself as to the facilities involved, applicable laws and regulations, and the difficulties and restrictions which may impact the performance of the Contract.
By submitting a bid, the bidder agrees that he is fully informed of all conditions at the work site which may impact performance of the work and assumes all responsibility to complete the work specified without regard to any conditions impacting the work.
19. The Bidder shall thoroughly examine and familiarize himself with the Specifications, other Contract Documents, and referenced items.
20. The Contractor, by the execution of the Contract, shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts

regarding which he should have been on notice as a result thereof.

21. The County is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
22. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Texas.
23. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements in Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133). A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
24. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D." requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
25. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Written bid Tabulations can be accessed at: <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>.
26. Successful bidder agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the County, its agents and employees from and against all claims and actions for bodily injury, death or property damages arising out of or in any way related to the performance of the work. Contractor is obligated to indemnify only to the extent of the fault of the contractor or its subcontractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the County, its officers, its agents, or its employees.
27. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.
28. Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Owner, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of Contract to him. Such bid guarantee shall be made payable the County of Victoria, Victoria Regional Airport.

The successful bidder must furnish a performance and payment bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Texas to act as surety, or other surety or sureties acceptable to the Owner.

All Bidders shall make good faith efforts, as defined by Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 4.98% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Federal Requirements for Federally Funded Projects. This Project is being partially funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractors must comply with specific federally required provisions as listed herein and contained in the contract documents. The following federal provisions are incorporated in this solicitation by reference:

- Buy American Preference (49 USC § 50101)
- Trade Restriction Certification (49 USC § 50104, 49 CFR part 30)
- Disadvantaged Business Enterprise (49 CFR part 26)
- Davis-Bacon Requirements (2 CFR § 200, Appendix II(D), 29 CFR Part 5)
- Procurement of Recovered Materials (2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act)
- Debarment and Suspension (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)
- Lobbying and Influencing Federal Employees (31 USC § 1352, 2 CFR part 200 Appendix II(J), 49 CFR part 20 Appendix A)

29. Affirmative Action Requirement.

1. The 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: 3.3%

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 Victoria County, the State of Texas.

CONTRACT: This bid, when properly accepted by Victoria County, shall constitute a contract equally binding between the successful bidder and Victoria County. No different or additional terms will become part of this contract with the exception of a Change Order.

30. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County, following the procedures set forth in the resulting contract.
31. ADDENDA: Any interpretations, corrections, or changes to this Invitation for Bid and Specifications will be made by written addenda. Sole issuing authority of addenda shall be vested in the office of the Airport Executive Director. Addenda will be mailed to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda. Additionally, addenda will be posted at: <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>.
32. TERMINATION FOR DEFAULT: Victoria County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County, in the sole discretion of the County, in the event of breach or default of this contract. Victoria County reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 1. meet delivery or completion schedules, or
 2. otherwise perform in accordance with these specifications.
33. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
34. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Victoria County from claims involving infringements of patents and/or copyrights.
35. PURCHASE ORDER: A purchase order(s) shall be generated by Victoria County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Victoria County will not be held responsible for any orders placed/delivered without a valid current purchase order number.
36. PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Victoria County Purchase Order number, and (d) descriptive information as to the vehicles delivered, including product code, model number, item number, serial number, quantity, etc.
37. INVOICES shall show all information as stated above and shall be mailed directly to Victoria County Regional Airport, 609 Foster Field, Victoria, TX 77904.
38. GOVERNING LAW: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable wholly in Victoria County, Texas.
39. ASSIGNMENT: The successful bidder shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of Victoria County.
40. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning

that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

41. BIDS MUST COMPLY with all federal, state, county, and local laws concerning this type of item(s). The equipment shall contain all standard safety, emission, and noise control equipment required for this type and size of equipment at the time of its manufacture and all extra equipment specified. All materials, equipment, and/or parts not specifically stated herein but necessary to render the unit(s) complete and operational per the specifications are to be included in the bid price. Bidder may be required to furnish evidence that each unit, as bid, will meet or exceed these requirements. An inspection of the equipment shall be made before acceptance.
42. CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ): In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the County of Victoria/Victoria Regional Airport, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the County Auditor if the vendor has a business relationship as defined by Section 176.001(1-a) with the County of Victoria/Victoria Regional Airport and the vendor meets requirements under Section 176.006(a).
Form CIQ is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm
The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:
 - a. Beginning of discussions or negotiations to enter into a contract with the City; or
 - b. Submission of an application, response to an Invitation for Bids correspondence or other writing related to a potential agreement with the County of Victoria.
43. If requested in the solicitation document, all Respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their response. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): A proponent that will be awarded a contract that is greater than \$25,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed and copy of the form to the County of Victoria/Victoria Regional Airport prior to the award of the contract. A contract, including a County-issued purchase order, will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the vendor.
44. Any potential bidder wishing to file a pre-bid protest concerning alleged improprieties with the bid solicitation must submit the protest to the Engineer in written form 72 hours prior to the specified time of the bid opening. After the bids are opened, the Bidder may only protest the bidding process on the grounds that an anticipated award involves an improper bid evaluation. Such protests shall be submitted in writing to the Engineer within two (2) calendar days following the bid opening date and prior to the Owner's award of any contract. The formal written protest must identify the name of the bidder contesting the solicitation or bid, the project name and number, and the specific grounds for the protest. All determinations made by the Owner, in its sole discretion, are final.
45. In the event the Owner determines that the low Bidder's insurance coverage in force is inadequate, the Owner may require the low Bidder to procure additional coverage in accordance with the requirements as specified herein. In the event the lower Bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner may provide such additional coverage, naming the Contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage. The Contractor shall provide insurance coverage for the Engineer and the Owner.

46. Any questions concerning this process should be directed to the AJT Engineering, Inc., Attn: Peter Deeks, 1970 Michigan Avenue, Building E, Cocoa, FL 32922 or peted@ajteng.com, fliph@ajteng.com and AReyes@vctx.org. All questions shall be in writing via email or letter and will be posted for all bidders to access.

BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. This sheet will serve as the cover sheet for the bid submission.

Spec. Section	Description	Completed*
	Acknowledgement of All Addenda	<input type="checkbox"/>
	Attended Pre-Bid - On Site or Virtual	<input type="checkbox"/>
	Bid contains the following forms:	
	Bid Proposal	<input type="checkbox"/>
	Vendor Certifications	<input type="checkbox"/>
010300	Bid Bond	<input type="checkbox"/>
010400	Bid Proposal	<input type="checkbox"/>
010420	Statement of Bidder's Qualifications	<input type="checkbox"/>
010460	DBE Participation Reporting	<input type="checkbox"/>
010470	Bidder Certification Form (Buy American, Tax Delinquency and Non-Segregated Facilities	<input type="checkbox"/>

*Check when filled out, signed, and included with submission of bid packet.

Within three (3) days after Bid Opening:

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder and Second Low Bidder Only):

1. Bidder's Qualifications of Subcontractor(s) (if requested)

Within ten (10) days after Notice of Award:

Bidder acknowledges that within ten (10) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

- | | |
|---------|--|
| 010600 | 1. Contract (all pages and supporting documents) |
| 010700 | 2. Performance Bond |
| 010720 | 3. Payment Bond |
| SP-C-01 | 4. Completed Certificates of Insurance |
| | 5. Estimated Installation Schedule Voice Switch and Radio Lead Time (or other long lead items) |

Within thirty (30) days after Contract Award:

1. Complete submittals as required in the Technical Specifications
2. Contractor required to submit Schedule and Contractor Safety Plan Compliance Document (SPCD) before installation begins.

SECTION 4 – BID FORMS

COUNTY OF VICTORIA, TEXAS

INVITATION FOR BIDS AND BID QUOTATION FORM

THIS IS A QUOTATION FORM ONLY AND DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY VICTORIA COUNTY.

**BID PROPOSAL FOR REPLACE AND UPGRADE COMMUNICATIONS AND WEATHER EQUIPMENT
FOR THE VICTORIA REGIONAL AIRPORT**

VENDOR'S NAME AND ADDRESS: _____

VENDOR'S PHONE NUMBER _____

DATE OF BID OPENING: Thursday, October 24, 2024 at 3:15 P.M.

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	EXTENDED PRICE
0001	Base Bid - Price to Fully Furnish a Fully Functional Replacement and Upgrade Communications and Weather Equipment as specified	1	Each	_____	_____
0002	Price to Fully Furnish a Fully Functional Replacement and Upgrade Communications and Weather Equipment with General Dynamics VHF Radios in lieu of VHF Jotron Radios	1	Each	_____	_____
0003	Price to Fully Furnish a Fully Functional Replacement and Upgrade Communications and Weather Equipment with Jotron UHF Radios	1	Each	_____	_____
0004	Price to Fully Furnish a Fully Functional Replacement and Upgrade Communications and Weather Equipment as specified with AWI DATIS in lieu of Interlia ATIS	1	Each	_____	_____

PROPOSAL

Place _____

Date _____

Proposal of _____,

a corporation organized and existing under the laws of the State of _____,

or

Proposal of _____,

a partnership consisting of _____,

or

Proposal of _____,

an individual doing business as _____,

To: The County of Victoria, Victoria Regional Airport, Victoria, Texas (Owner)

This bid results from your advertisement for bids for the construction of the **REPLACE AND UPGRADE COMMUNICATIONS AND WEATHER EQUIPMENT** project.

The undersigned Bidder, having the opportunity to visit the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the installation of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" for the submittals for the VCCS and other specified equipment and completion of ordering of the VCCS and any other long lead items upon approval of submittals within five (5) calendar days of submittal approval. It is understood that the VCCS has the longest lead time. The undersigned Bidder agrees, then, to begin work within fourteen (14) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" for mobilization and installation and after receipt of the VCCS or other long lead items and to complete the work as shown on the Contract Documents thereafter (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents) within thirty (30) calendar days. If the undersigned Bidder fails to complete the work within the time(s) specified, the undersigned Bidder and his Surety shall be liable for payment to the Owner, as fixed and agreed liquidated damages, and not in the nature of a penalty, the amount(s) specified in SPECIAL PROVISIONS of these Contract Documents for each day of delay, each milestone time that is exceeded, and each additional nighttime closure, until the work is completed and

accepted. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in SPECIAL PROVISIONS of these Contract Documents. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract. The undersigned Bidder agrees that time is a critical element for this Contract and that delay in completing this work will result in damages due to public inconvenience, obstruction to aviation traffic, interference with businesses both on and off the airport, lost revenue, and increased costs to the Owner. The undersigned Bidder acknowledges and agrees that damages resulting from delays would be difficult or impossible to calculate with precision, and that the agreed-upon amounts stipulated as liquidated damages in Section 030000 Special Provisions are agreed-upon to be reasonably proportional to contemplated non-performance damages from failure to complete the work within the time(s) specified. The undersigned Bidder agrees to begin work at the time and date established by the Owner following issuance by, or on behalf of, the Owner of a "Notice to Proceed", which shall be issued a minimum of ten (10) calendar days prior to the scheduled start time and date of the work.

Bidder acknowledges receipt of the following addendum (addenda):

_____ and _____

_____ and _____

_____ and _____

Basis of Award:

Basis of Award shall be lowest bid schedule within the available project funding.

SECTION 5 – BID AFFIDAVIT

The specifications referenced require the doing of all things necessary, proper for or incidental to the furnishing and installation of said equipment. All items of design and equipment not listed in these specifications, but involved in carrying out their intent are required to be furnished by the vendor, the same as if these items were specifically mentioned and described in these specifications. Manufacturer's standard equipment on all components of unit must be included with this proposal even though they may not be formally called out in these specifications. The equipment must be fully assembled and tested prior to delivery by the manufacturers.

FIRM/BIDDER: _____

PREPARED BY: _____

ADDRESS: _____

PHONE: _____

BIDDER MUST SIGN BID AFFIDAVIT AS PART OF THIS BID.
RETURN SPECIFICATIONS AND BID SHEETS OF BID PACKAGE
WITH ALL DOCUMENTATION REQUIRED.

STATE OF } AFFIDAVIT
COUNTY OF }

BEFORE ME, the undersigned authority, on this day personally appeared

_____ known to me to be the person whose name
is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Notary Public in and for
_____ County,

Name of Bidder _____

Signed by _____
(Sign Name in Writing) (Title)

Address _____
(Zip Code)

Telephone Number _____ Date _____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The County of Victoria does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

1. BID DEFAULT

Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

This obligation shall be null and void if:

- 1.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 1.2 All Bids are rejected by Owner, or
- 1.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and consented to by Surety).

2. BOND PAYMENT DUE

Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

3. PROCEEDING REQUIREMENTS

Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed the time required by the Bidding Documents without Surety's written consent.

No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default is received by Bidder and Surety and in no case later than one year after the Bid due date. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

4. STATUTORY REQUIREMENTS

This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

5. BID BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned,

, as PRINCIPAL, and

, as SURETY, are held and firmly bound unto the County of Victoria, Victoria Regional Airport, Victoria, Texas, hereinafter called the OWNER in the penal sum of

Dollars

(\$), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted
the accompanying Proposal, dated _____, for
"REPLACE AND UPGRADE COMMUNICATIONS AND WEATHER EQUIPMENT"

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within one hundred twenty (120) days after the opening of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

SEAL

Principal

Witness _____
Signature

By _____
Signature

Witness _____
Print Name and Title

By _____
Print Name and Title

Address

SEAL

Surety

Witness _____
Signature

By _____
Attorney-In-Fact - Signature

Witness _____
Print Name and Title

By _____
Attorney-In-Fact - Print Name and Title

Address

NOTE: Power-of-attorney for person signing for surety company must be attached to bond.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a Contract?
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. Experience in Control Tower Communications and Weather Systems work.
13. Licenses and Training in Control Tower Communications and Weather Systems work (provide as attachment to bid).
14. Background and experience of the principal members of your organization, including the officers.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.
17. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the preceding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:
 - (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
 - (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
 - (c) Criminal proceedings.

Dated at _____ this _____ day of _____, 20____.

(Name of Bidder)

By _____

Title _____

STATE OF _____)

) SS.

COUNTY OF _____)

_____ being duly sworn deposes and says that he is

_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20____.

(Notary Public)

My Commission Expires:

DBE PARTICIPATION REPORTING

Disadvantaged Business Enterprise (DBE) Utilization

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☐ The bidder/offeror is committed to a minimum 4.98% DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the DBE goal of 4.98%) is committed to a minimum of % utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

By: _____
(Signature) (Title)

Note:

In accordance with CFR part 26.55, 60% of the value of materials or supplies purchased from a *DBE dealer* counts toward the DBE goal. Materials or supplies obtained from a *DBE manufacturer* count 100% of the cost of materials or supplies.

Complete the following for each DBE Firm to be used on the project.

Name of Bidder/Offeror's Firm:	
--------------------------------	--

Name of DBE Firm:	
Address:	
City, State, Zip:	
Telephone(s):	
Please indicated the DBE gender: <input type="checkbox"/> Men <input type="checkbox"/> Women	Please indicate the DBE ethnicity: <input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Non-Minority <input type="checkbox"/> Other

Description of Work to be performed by DBE firm:	
--	--

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The

estimated dollar value of this work is \$ _____.

Affirmation:

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

By: _____

(DBE Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

PERFORMANCE BOND

1. NOTIFICATION

The Surety's obligation under this Bond shall arise after:

1.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Default. Such notice shall indicate that the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. Unless the Owner agrees otherwise, any conference requested under this Paragraph shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

1.2 The Owner declares a Default, terminates the Contract and notifies the Surety.

Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Failure on the part of the Owner to comply with the notice requirement shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

2. SURETY'S ACTIONS

When the Owner has satisfied the conditions of Paragraph 1, the Surety shall promptly and at the Surety's expense take one of the following actions:

2.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract;

2.2 Undertake to perform and complete the Contract itself, through its mutually acceptable agents or independent contractors;

2.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 3 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

2.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

2.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

3. SURETY OBLIGATIONS

If the Surety elects to act under Paragraph 2.1, 2.2, or 2.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 3.1 the responsibilities of the Contractor for correction of defective work and completion of the Contract;
- 3.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 2; and
- 3.3 liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

4. SURETY DEFAULT

If the Surety does not proceed as provided in Paragraph 2 with reasonable promptness, the Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 2.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

5. PROCEEDINGS

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

6. STATUTORY REQUIREMENTS

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

7. AUTHORIZATION TO DATE BONDS

Surety hereby authorizes Owner to date the bonds on the project identified herein to coincide with the date of the contract.

8. PERFORMANCE BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called "Principal", and _____

_____, State of _____, as

Surety, hereinafter called "Surety", are held and firmly bound unto the County of Victoria, Victoria, Texas, as Obligor, hereinafter called "Owner", in the amount of:

_____ Dollars (\$ _____), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract,

"REPLACE AND UPGRADE COMMUNICATIONS AND WEATHER EQUIPMENT"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract, including without limitation the maintenance warranty thereof, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of all applicable Texas Codes.

Executed on this ____ day of _____, 20____.

SEAL

Principal

By _____
Signature

By _____
Print Name and Title

SEAL

Surety

By _____
Attorney-In-Fact - Signature

By _____
Attorney-In-Fact - Print Name and Title

Surety Address for giving Notices:

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the Circuit Clerk in each county wherein the work is to be performed.

PAYMENT BOND

1. NOTIFICATION

The Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in the Bond Certificate) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations. When the Owner has made notification, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

The Surety's obligations to a Claimant under this Bond shall arise after Claimants have furnished a written notice of non-payment to the Contractor, Surety, or Owner, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, labor, or equipment was furnished or supplied. It is sufficient if a notice of non-payment is given to the Contractor by the Owner.

2. SURETY'S OBLIGATION

When a Claimant has satisfied the conditions of Paragraph 1, the Surety shall promptly and at the Surety's expense take the following actions:

Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

Pay or arrange for payment of any undisputed amounts.

The Surety's failure to discharge its obligations under Paragraph 2.1 or 2.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 2.1 or 2.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

3. DEDICATION OF BOND FUNDS

Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

4. OTHER OBLIGATIONS

The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

5. PROCEEDINGS

No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the

expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

6. STATUTORY REQUIREMENTS

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

7. AUTHORIZATION TO DATE BONDS

Surety hereby authorizes Owner to date the bonds on the project identified herein to coincide with the date of the contract.

8. PAYMENT BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called "Principal", and _____

_____, State of _____, as

Surety, hereinafter called "Surety", are held and firmly bound unto the County of Victoria, Victoria, Texas, as Oblige, hereinafter called "Owner", in the amount of:

_____, Dollars (\$_____), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the ____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract.

"REPLACE AND UPGRADE COMMUNICATIONS AND WEATHER EQUIPMENT"

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such

contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of applicable Texas Codes.

Executed on this ____ day of _____, 20__.

SEAL

Principal

By _____
Signature

By _____
Print Name and Title

SEAL

Surety

By _____
Attorney-In-Fact - Signature

By _____
Attorney-In-Fact - Print Name and Title

Surety Address for giving Notices: _____

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the Circuit Clerk in each county wherein the work is to be performed.

SECTION 6 – FEDERAL CONTRACT PROVISIONS

“As a matter of bid responsiveness, the bidder, where required, must complete, sign, date, insert a checkmark, or letter X, and submit the following section along with their bid.”

Federal Contract Provisions for Airport Improvement Program Funded Projects and Equipment

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Victoria Regional Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor 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 written notice that describes the nature of the breach and corrective actions the Contractor 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 must correct the breach. Owner may proceed with termination of the contract if the Contractor 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.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, 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

¹ Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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, and other Made in America Laws, U.S. statutes, guidance, and FAA policies 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, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) 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
- d) 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:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) 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 a Type 3 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 Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, 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 refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) 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 (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;

- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

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 for any contract entered into pursuant to this advertisement, [select businesses, or 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems,

places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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:

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.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

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.

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.

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.

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.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease

crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Federal Fair Labor Standards Act (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

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

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

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

Occupational Safety and Health Act of 1970 (OSH) Compliance

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

ATTACHMENT A – VENDOR CERTIFICATIONS

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted rules (Chapter 46) to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the governing body or state agency receives the Form 1295. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (new rule 46.4, regarding changes to contracts, is in effect as of January 1, 2017)

Last Revision: January 12, 2017

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONTRACT

THIS AGREEMENT made this _____ day of _____, _____, by _____ and _____
_____ a Corporation
organized and existing under the laws of the State of _____ hereinafter called the
“Contractor”, and County of Victorias, Victoria Regional Airport, hereinafter called the “Owner”.

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required to **REPLACE AND UPGRADE COMMUNICATIONS AND WEATHER EQUIPMENT** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal subject to additions, and deductions as provided in the SPECIAL PROVISIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a “Work Order” or “Notice to Proceed” and to complete the work within twenty-one (21) consecutive calendar days thereafter (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). Saturdays, Sundays and holidays are included in the aforementioned twenty-one (21) days. If the undersigned Contractor fails to complete the work within the time(s) specified, the undersigned Contractor and his Surety shall be liable for payment to the Owner for damages. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in SPECIAL PROVISIONS of these Contract Documents. The undersigned Contractor agrees that time is essential and is a critical element for this Contract and that delay in completing this work will result in damages due to public inconvenience, obstruction to aviation and vehicular traffic, interference with businesses both on and off the airport, lost revenue, and increased costs to the Owner.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- | | |
|---|---|
| a. Executed Contract | i. Bidder Certifications |
| b. Addenda (if any) | j. Performance and Payment Bonds |
| c. Advertisement for Bids | k. General Provisions |
| d. Instructions to Bidders | l. Special Provisions |
| e. Proposal | m. Technical Specifications |
| f. Statement of Bidder’s Qualifications | n. Certificates of Insurance and Insurance Policies |
| g. List of Proposed Subcontractors | |
| h. DBE Participation Reporting | |

This Contract together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of the Project, and shall comply with applicable state laws.

ARTICLE 6. Integration. This Contract contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

ARTICLE 7. Counterparts. This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed, and each executed duplicate counterpart will possess the full force and effect of the original and all of which shall constitute but one and same instrument.

ARTICLE 8. Authority to Execute. The individuals executing this Contract on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is properly authorized and empowered to do so, and such authorization is valid and effective on the date hereof. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

ARTICLE 9. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

ARTICLE 10. Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 11. Indemnification. Contractor shall indemnify, protect, defend and hold completely harmless, the County of Victoria, its officers, agents and employees, and contractors, and Engineers from and for all liabilities, allegations, demands, suits, actions claims, damages, losses, stemming from any acts or omissions (whether negligent, reckless, intentional or unintentional) on the part of the Contractor and its subcontractors, and their agents and employees. Contractor shall pay all reasonable costs for investigation and defense thereof (including attorney fees, court costs, expert fees, and all claim adjusting and handling expenses), of any nature whatsoever arising out of or incident to this Contract, liabilities arising from Contractor's wrongful operations on or occupancy of the Airport, liabilities arising from the rights, licenses, or privileges granted Contractor herein, or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the liability may occur. The County of Victoria shall give notice to Contractor of any such liability, loss, suit, claim or demand, and Contractor shall defend same using counsel reasonably acceptable to the County of Victoria. The provisions of this section shall survive the expiration, cancellation, or termination of this Contract.

ARTICLE 12. Governing Law and Consent to Jurisdiction. The terms of this contract and any dispute thereunder shall be construed under, in accordance with, and governed by, the laws of the State of Texas. Each of the parties consents that any dispute under the terms of this contract shall be brought in the District Court of Victoria County, Texas. In that connection, the parties agree that this contract is to be wholly performed in Victoria County. Whenever in this Contract it is provided that either party shall make any payment or perform, or refrain from performing, any obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

ARTICLE 13. Non-Waiver. Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.

ARTICLE 14. No Liability for Federal Funding Availability or Delays. It is understood and agreed by the undersigned Contractor that this Contract is subject to and contingent upon receipt of federal grant funding as well as appropriations of City of Roger's funds. The County of Victoria's obligations under this Contract, including any amendments thereto, are contingent upon the availability of appropriated funds from which payments under the terms of this contract can be made in this and each subsequent fiscal year for the duration of the Contract. No legal liability on the part of the County of Victoria or the Contractor of any kind whatsoever under this Contract shall arise until funds are made available to the Victoria Regional Airport, County of Victoria, for performance of this Contract. No legal liability on the part of the County of Victoria of any kind whatsoever shall arise if federal funding, including any funding to be appropriated or provided by the Federal Aviation Administration (United States), is not made available or causes delays in execution or performance of this Contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any payments due under this Contract, including any extensions or renewals thereof or any amendments hereafter, the County of Victoria will notify the Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal period of which appropriations were received without damages, penalty, or expense to the County of Victoria of any kind whatsoever. In the event of such termination, the County of Victoria agrees to peaceably surrender possession of any property owned by the Contractor on the date of such termination and pay to the Contractor all approved charges incurred up to the termination date.

In the event of any conflict between the terms and conditions of this Article 14 and other terms and conditions contained in this Contract or any amendments hereafter entered into between the County of Victoria and the Company, the terms of this section shall prevail.

ARTICLE 15. Successors and Assigns. This Contract will be binding upon the Contractor, its successors and assigns, including any individual, or other entity with or into which the Contractor may merge, consolidate, or be liquidated, or any individual or other entity to which the Contractor may sell or assign its assets.

ARTICLE 16. Assignment. Neither the Owner nor the Contractor may assign, delegate, or transfer in whole or in part any benefit or obligation under this Contract without first obtaining the express written consent of the other party.

ARTICLE 17. Entire Agreement: Modifications. This Contract contains and expresses the entire understanding of the parties and all agreements between the Owner and Contractor. No representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

Neither the Owner nor Contractor has made or shall be bound by any agreement or any representation to the other concerning the subject matter hereof which is not set forth expressly in this Contract. Any amendment or modification of the terms of this Contract must be in writing in the form of a Contract Amendment of subsequent date hereto and must be signed by the Owner and Contractor.

ARTICLE 18. Conflict of Interest. The Contractor warrants that it has not employed or retained any company, agency, or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner will have the right to cancel or terminate this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The Owner may terminate any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Owner's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Contractor or Subcontractor to any other party to the Contract with respect to the subject matter of the Contract. The termination will be effective when written notice from the Owner is received by all other parties to the Contract, unless the notice specifies a later time.

ARTICLE 19. Descriptive Headings. The descriptive headings of the sections of this Contract and any Table of Contents or Appendix annexed or exhibits hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Contract and shall not affect the meaning, construction, interpretation or effect of this Contract.

ARTICLE 20. Compliance with Local, State, and Federal Laws, Rules, and Regulations. Contractor shall comply with all applicable Governmental Requirements. Without limiting the generality of the foregoing, Contractor shall at all times comply with all laws, rules, regulations, minimum standards, and security plans that may be imposed by the Federal Aviation Administration, the County of Victoria, Victoria, Texas,, the Transportation Security Administration, the State of Texas, or the United States of America with respect to the operation of the Victoria Regional Airport and conduct of Contractor's services and work performed for the Owner. Contractor shall require all of its subsidiaries, subcontractors, agents, or assigns to procure, from all governmental authorities having jurisdiction over the operation of the Victoria Regional Airport, all licenses, franchises, certificates, permits, or other authorizations which may be necessary for the conduct of Contractor's services.

ARTICLE 21. Taxes. All prices and costs listed in this Contract and all Contract Amendments hereafter include all applicable federal, state, and local taxes. The Owner will have no obligation to pay additional amounts for taxes or other governmental fees or charges whatsoever that are not specifically approved in this Contract and subsequent Contract Amendments hereto.

ARTICLE 22. Advertising. No advertising or publicity concerning the Owner's use of the Contractor's services will be undertaken without first obtaining written approval of the County of Victoria.

ARTICLE 23. Notices. All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

ARTICLE 24. No Joint Venture or Partnership: Independent Contractor Relationship. This Contract shall not be deemed or construed (a) to create any relationship of joint venture or partnership between the parties, (b) to give the Owner any interest in the business of Contractor, or (c) to grant to Contractor any powers as an agent or representative of the Owner for any purpose or to bind the Owner. The parties intend that the Contractor shall be an independent contractor of the Owner and that the Contractor shall be solely liable for any act or omission of the Contractor or its agents, employees, or subcontractors arising under or occurring during the performance of this Contract. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Contractor's performance. The services the Contractor provides to the Owner are that of an Independent Contractor, not an employee, or agent of the Owner.

ARTICLE 25. Time is of the Essence. It is understood that time is of the essence of this Contract; provided, however, where an act of God or other unforeseeable circumstance should arise, the parties may, by written mutual agreement, establish time limits other than those set out herein.

ARTICLE 26. Grammatical Usage. Whenever used herein: the singular number shall include the plural, the plural the singular, and any gender shall include all genders in any place in which the context so requires.

ARTICLE 27. No Personal Liability. No elected official, officer, manager, employee, agent, assign, contractor Engineer or representative of the County of Victoria, Texas, shall be liable to the Contractor in a personal or individual capacity, because of any breach hereof, or for any act or omission in the execution or performance of this Contract. The provisions of this section shall survive the expiration, cancellation, or termination of this Contract.

On behalf of the Contractor:

On behalf of the Owner:

Airport Executive Director

Victoria Regional Airport

609 Foster Field Drive

Victoria, TX 77904

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail. Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in two (2) counterparts, each of which shall be considered an original on the day and year first written.

Owner:

Signature: _____

Printed Name: _____

Title: _____

Address: _____

City/State/ZIP: _____

Date: _____

Attest:

Signature: _____

Name: _____

Title: _____

Date: _____

Contractor:

Signature: _____

Printed Name: _____

Title: _____

Address: _____

City/State/ZIP: _____

Date: _____

Attest:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B – TECHNICAL SPECIFICATIONS



***Technical Specifications
Replace and Upgrade
Communications
and Weather Equipment
at the
Airport Traffic Control Tower
Victoria Regional Airport
Victoria, Texas***

September 23, 2024 Draft



AJT ENGINEERING INC

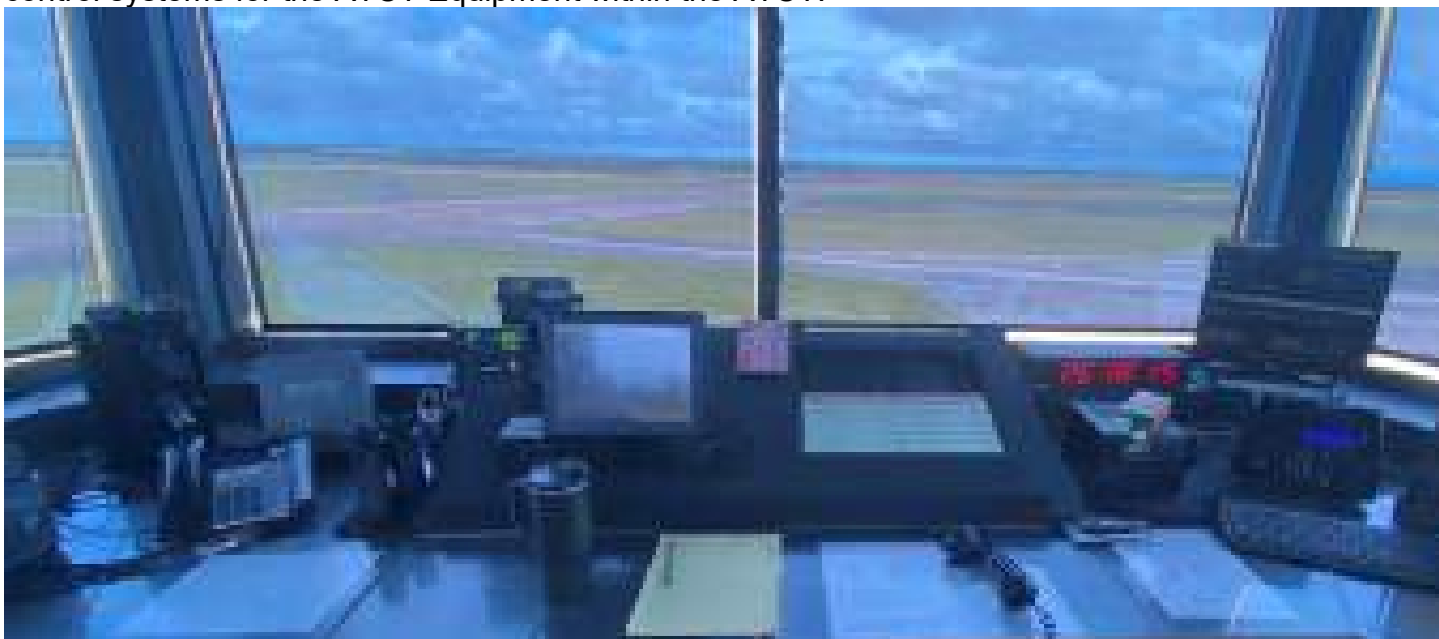
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PART 1 – GENERAL

This specification is for the supply, installation, testing and commissioning of the Victoria Regional Airport (VCT) (the Airport) Airport Traffic Control Tower (ATCT) Communications and Weather Equipment as detailed in this specification. It is the contractors' responsibility to deliver a fully operational communications and secondary weather system that is in compliance with the FAA Minimum Equipment List (see Appendix C).

Contractor shall provide all labor, tools, materials and equipment and perform all work required for the installation, wiring, connecting, adjusting, testing, commissioning and training and warranting all items detailed in these specifications, field wiring, punch down and distribution blocks, racks, grounding, and control systems for the ATCT Equipment within the ATCT.



The airport is in a well-developed thriving city with many hotels, restaurants, and big box stores in close vicinity. The commercial airport is located approximately 2 hours drive from Houston and Austin. Access is through an airside gate with paved drive and parking close to the entrance. Full access to the tower will be provided as needed. The tower operates from 7 am to 10 pm. Busy hours are random but typically occur from 10 am-12 pm and 3-6 pm during the week. Weekend busy hours are sporadic.

FAA Equipment

The airport is complete with an FAA owned Automated Surface Observation System (ASOS) and FAA Mission Support, through the FAA Telecommunications Infrastructure (FTI) contract.

<u>Radios</u>			<u>Telco</u>
<u>Function</u>	<u>Frequency</u>	<u>Power</u>	
Ground	V120.525 U239.25	10 W	Shout Line
Local (Tower)	V126.075 U257.95	10 W	Two Tower lines (Both recorded)
ASOS/ATIS	VHF 119.025	2 W	

Note RCAG on airport Houston ARTCC 135.05/353.6 (not in scope).

The original tower renovation drawings are provided in Appendix A.

TABULAR SCOPE

A. Provide the following works of this Section:

Procure, install and integrate remove and replace existing with new equipment as follows:

1. Voice Communications Control System (VCCS) handsets, headsets, and Touch Entry Device (TED) complete with monitor mount
2. Replace three (3) VHF transmitters and two (2) VHF receivers. Ground, Local and ATIS. Configure existing CM200s as standby. (Add UHF Alternate)
3. Replace six (6) VHF and two (2) UHF antennas. Main and Standby Ground and Local and ATIS. Main UHF Ground and Local.
4. Replace existing filters.
5. Replace three (3) hand held transceivers
6. Replace Voice Recorder
7. Replace ATIS (with DATIS alternate)
8. ATIS/ASOS (FAA) Interface Switch
9. Install GPS synchronized time device and two displays
10. Replace secondary weather with AWOS I to include new sensors and FAA ASOS interface.
11. Uninterruptable Power Supplies (UPS)
12. Replace operations counter
13. Racks, Cabling, Wiring and Polyphaser and all other items required to provide an overall functional system.
14. Site Acceptance Testing.
15. Installation of speakers and volume controls into existing wood/plastic laminate counters.
16. Configure recorder, GPS clock and new voice switch equipment for main and standby radios to the new equipment.
17. Coordinate, install and integrate the 4 wire shout, commercial phone lines and data lines to the Approach Control Center (ACC).
18. Remove/Clean up existing wiring not in use.
19. Salvage/provide all equipment to and as directed by the Airport.
20. Train ATCT controllers on the operation of the new equipment.
21. Procure and provide spares for all systems.
22. Provide maintenance and warranty agreements.
23. Salvage all existing equipment to be removed as directed by the Airport

1.1 RELATED SECTIONS

Not applicable

1.2 REFERENCES

Install all equipment and structures in accordance with manufacturer's written instructions, and with recognized industry practices. All work shall be accomplished in accordance with the current applicable International Building Code, National Fire Protection Agency (NFPA), the National Electric Code, the FAA Minimum Equipment List and all other applicable local and state codes. Radios shall be configured and tuned in accordance with FAA Orders and Advisory Circulars.

1.3 QUALIFICATIONS

- A. The Contractor's installers shall provide evidence with their proposal of prior experience on at least three (3) locations within the last five (5) years whereas they have demonstrated the ability to install, configure and integrate all equipment needed to meet FAA minimum equipment standards as laid out in FAA Advisory Circular 90-93A and the FAA Contract Tower Minimum Equipment List. Contractor shall provide copies of FCC radiotelephone license for radio certification, at least three (3) ATCT ATM names, emails and phone numbers of locations installed and names of projects and factory training certifications. The installation technicians shall have sound experience in the field of Airport Traffic Control VCCS and systems. Airport has the right, for any reason, to refuse unqualified Contractors regardless of bid price.

1.4 SUBMITTALS

- A. Submit shop drawings in accordance with the Conditions of the Contract. As a minimum, the Contractor shall submit for review overall wiring schematic, detailed wiring schematic, console drawings and manufacturers Literature. Submittals are required on all systems listed in Section 1.1. Data sheets shall show all pertinent deviations, if any, and data for the fabrication and complete installation. Data sheets shall be submitted indicating the necessary installation dimensions, materials and performance information.

As a minimum, the Contractor shall provide one (1) hard copy and soft copy of the following:

1. Work Plan and Schedule
 2. Catalogue Data of all items listed on previous page
 3. Manual of all purchased equipment after delivery
 4. Wiring Diagrams-Completely integrated on all systems
 5. Touch Entry Device Layout
 6. Factory Acceptance Tests, Plan and Procedures (prior to delivery of VCCS)
 7. Site Acceptance Testing Plan and Procedures
 8. Uninterruptible Power Supply Size Calculations
 9. Controller Training Presentation and Documentation
 10. Warranty Documentation
- A. Operation and Maintenance Instructions: The Contractor shall furnish data covering model, type and serial numbers, capacities, maintenance and operation of each major item of equipment or apparatus in accordance with the Requirements of the contract documents. Operating

instructions shall cover all phases of control. Unless noted otherwise, contractor shall provide, as a minimum the following:

Complete user and maintenance manuals of the following:

- Voice Communications Switching System (VCCS) (to include configuration settings)
- All Radios and Antennas
- Voice Recorder
- ATIS Recorder/AAIU
- All Secondary Weather System as applicable
- GPS Clock
- All miscellaneous equipment and all appurtenances

Prior to final inspection, Contractor shall provide, as a minimum, two (2) copies of the following documentation in both hardcopy and softcopy format. Softcopy shall be provided on thumb drive.



Documentation shall be furnished as described below:

Submit in D size side ring binders with durable plastic covers fifteen days prior to final inspection:

- Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", Title of project, and subject matter of binder when multiple binders are required.
- Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in two parts as follows:



Part 1: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

- Significant design criteria.

- List of equipment.

- Parts list for each component.

- Operating instructions.

- Maintenance instructions for equipment and systems.

- Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

Part 2: Project documents and certificates, including the following:

- Shop drawings and product data.

- Certificates.

- Originals of warranties and bonds.

- Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

B. Test Reports: The Contractor shall submit test reports for review.

C. As Built Drawings: The Contractor shall submit the as built drawings and diagrams for review and approval. **Complete As Built Wiring, circuit and pin out Diagrams to include, as a minimum, all telephone circuits, all radio circuits as wired into the voice switch circuits.**

1.5 QUALITY ASSURANCE

B. All materials and products shall be new, sound and uniform in quality, size, shape, color and texture and shall be free from defects. The work shall be carried out in accordance with this

specification, the contract drawings and the standards listed hereunder. The codes and standards specified herein provide an acceptable level of quality for materials and products.

- C. All materials and products included in this specification section shall be coordinated and be compatible with each other.
- D. The Contractor shall be responsible for ensuring that the required standards of quality control are met.
- E. Provide proof of application of a quality procedure complying with standards. As a minimum, provide the following:
 - 1. Use of a quality manual approved and signed by a management representative.
 - 2. Regular updating of this manual so that it reflects the most recent applicable quality control procedures.
- F. The Installation Test will be carried out by the Contractor in the presence of the Air Traffic Manager (ATM) or designated representative. Each test witness shall be signed by both the technician and ATM.

1.6 COORDINATION

The Contractor shall be held responsible for the proper coordination of all phases of the work under this contract to include AT&T / FAA coordination with the operation of the shout. Contractor shall coordinate this support prior to mobilization.

1.7 TRANSPORTATION HANDLING AND STORAGE

- A. Deliver, store, protect and handle products to site as per manufacturer's instructions.
- B. Store all equipment in clean, conditioned and dry space. Inspect for damage. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris and traffic. The Airport cannot guaranty operation of the elevator.

1.8 WARRANTY, SUPPORT AND SPARES

- A. Warranty: Submit written warranty signed by the Contractor and manufacturer for the minimum period of two (2) years from the date of acceptance. The warranty shall cover all labor for the repair and replacement of defective materials and workmanship as directed by the Airport. During the warranty period, any failures (whether they be consumables or line replaceable modules (LRMs) shall be replaced at no cost to the Airport, in sufficient time to ensure that the operational availability of the System is not compromised, but no later than 1 week from the date that the Contractor is advised of the failure. Response time for trouble calls shall be by telephone or email within four (4) hours of the call or email from the Airport. Repairs, if required, shall initiate within 24 hours of the call or email from the Airport and shall be completed within 4 days or as mutually agreed. Noncritical repairs, as defined by the Airport, may be allowed for longer periods. The Contractor shall provide Maintenance Procedures (documentation) detailing all the recommended preventive (periodic) maintenance routines and the related test equipment and

technical skills required by the user to maintain the hardware. These documents shall also state the frequency (period) and expected durations for each preventive maintenance action. Contractor shall provide, as a minimum, yearly maintenance or as prescribed by the manufacturer for a period of two (2) years. As part of the main equipment supply, a full set of critical original manufacturers subsystems shall be provided sufficient to support continuous operation of the Contractor Supplied Equipment over a three (3) year period. At the end of the warranty period, the Contractor shall ensure that the critical subsystems holding is replenished to the levels originally supplied under the contract.

1. The quality of the spares, including components, shall be the same as that of the originally installed parts and shall be supplied by the respective OEM or his approved (third party) OEM/spare parts manufacturer.
2. All spares shall be supplied in their original packaging, duly protected against moisture with dehydrating agents or silica. Spare parts shall be labelled with clear indication of the part number(s), name(s) and quantity of spares in each package.

C. Spares and Obsolescence: The Contractor shall guarantee the availability of all spare parts and modules for the equipment under offer (both inclusive of and exclusive of those items in the recommended spares list) for a period of not less than 10 years.

In the case of obsolescence, *and if known by the Contractor*, the Contractor shall advise the Customer in sufficient time to ensure that there is no risk to the operational capability of the ATCT, on the following:

- a. Lifetime buy of spares.
- b. Off-the-shelf replacements for the obsolete component.
- c. Suitable re-design, if appropriate

1.9 ON SITE OPERATIONS FAMILIARIZATION

Operator personnel shall receive a formal operations familiarization on all the equipment installed by the contractor. Sufficient documentation shall be provided by the Contractor for the operator to adequately operate the equipment and complete minor trouble shooting included as part of this element. This would include all manuals, schematics, diagrams, and any other related material for the equipment.

This shall include, but is not limited to, discussion and review of the following:

- a. System operation
- b. Power Up and Power Down sequences
- c. Graphical User Interface (GUI) Screens (hands-on)
- d. Touch Screen Operation
- e. Alarm and Warning messages
- f. Failsafe operations
- g. System block diagram
- h. System assemblies and wiring diagrams
- i. Minor Maintenance and Troubleshooting (hands-on)

At least a three (3) day notice shall be provided to the Airport for personnel scheduling. Two (2) hour sessions will be required to accommodate controllers' and Airport Operations personnel

schedules. Assume that this will occur just after initial installation and final checkout. All sessions will be held in the tower. **The installing Contractor shall provide all required visual aids required prior to the sessions.**

1.10 COMMISSIONING AND ON-SITE REPRESENTATIVE

- A. Factory Acceptance Test shall include documentation of validation by testing the operation of the equipment and spares provided by this contract.
- B. Final acceptance of the system will not be given until the Contractor has successfully completed all tests and after all defects in installation material or operation have been corrected. The installing technician shall be present during testing and inspection.
- C. The Contractor shall test all installed equipment in accordance with the manufacture's procedures. If there are no requirements, the contractor shall devise a testing procedure in conjunction with and approved by each manufacturer. The Contractor shall demonstrate the operation of all equipment as a complete ATCT system. The Airport has the authority to approve or disapprove any and all test procedures submitted and require test procedure resubmittal. Contractor shall be present during all testing and inspection.
- D. The Contractor shall be available "on call" and be onsite within 1 hour during the first 24 hours of full operation.

PART 2 – PRODUCTS

GENERAL REQUIREMENTS

This project shall include all necessary construction, wiring, software, programming, computers, manuals, on-site commissioning, on-site testing, on-site training, and any other materials, tools and equipment to provide a fully functional and complete system to the satisfaction of the Airport.

The material specifications listed below are to be considered "or approved equal." **Substitution will require written submittal detailing specification conformance and product equivalence and is subject to approval by the Airport prior to bid.** Contractor will be at risk if substitution is purchased or installed and not approved by the Airport. All equipment, materials and supplies shall be new. All dimensions, system configurations and interfaces shall be field verified by the contractor.

2.1 VOICE COMMUNICATIONS CONTROL SYSTEM (VCCS) REQUIREMENTS

The Contractor shall provide and install all components necessary for a new voice communications switching system for the ATCT facility. This new system shall be capable of providing connectivity between the airport traffic controllers and the voice communications equipment at the ATCT. The VCCS shall provide, as a minimum, the ability to the airport traffic controller specialists (ATCS) to control the existing radios, telecommunications, voice recorder, telephone/data dedicated circuits and provide intercom system between positions, position relief brief recording system, provide redundant capability between positions and software. The system shall be programmable either at station or remotely. The control components for these positions shall be touch screens surface mounted on the cab console under the direction of the Airport Manager or his/her designated representative as well as a maintenance position mounted on the VCCS component rack.

The Contractor shall provide, install and integrate a new Frequentis Liberty Star III, Liberty Star IV, pure3020X10 or approved equal and suitable to meet, as a minimum, these specifications. Contractor shall follow the VCCS installation documentation to provide the airport with a complete and working system.

The VCCS and associated components shall be rack mountable into a new rack.

Touchscreen Editing Devices (TED or position monitor) shall be mounted onto a Desk Mount Startech ARMPIVOT or approved equal. Mount the TED stand securely to the existing console or as directed by the Airport Tower Manager. The TED layout shall be coordinated with the ATM during the submittal and installation phases.

Minimum Specifications (VCCS)

Three (3) Controller Positions

Two (2) Commercial Phone Lines

Four (4) Radio Communication Channels:

ATIS

Main and Standby VHF radios for Ground

Main and Standby VHF radios for Local

Main radios for UHF Ground

Main radios for UHF Local

Two (2) Dedicated 4-wire Telephonic Communications to include 4-wire Voice Page (Shout Line)

One (1) 2 Digit Direct Ring-Down lines

Interface with E1 2Mbps (G703) dual redundant link

One-Button Call Feature that will seize a telephone line to automatically dial a preprogrammed number

Local and Ground Control Units shall be configured identically for interconnectivity

Busy Out Feature/Capable of Group Call-Out on all Channels

Remote maintenance position to include keyboard and display provided for in the equipment room

Audio outputs for use with the new voice recorder

System clock shall display a min. $\frac{3}{4}$ " numbers and shall be synchronized through the new GPS Clock

Touch screen shall be a minimum 12" diagonal measure, mounted on a swivel stand that allows tilt left-right swivel, mounted into the new console panel (see paragraph above)

Flush or surface mounted Speakers

CRITICAL SUBSYSTEMS FOR VCCS

Provide the following, as a minimum or as recommended by the VCCS manufacturer completely configured and tested:

Two (2) Position Electronics Equipment, including TED and Computer

Radio Interface Module

Telephone Interface Module

Six (6) Jackboxes

Three (3) Handsets

Four (4) Headsets

Power Supply

HANDSET, MICROPHONES AND HEADSETS

Contractor shall provide the following items that are provide by and compatible with the VCCS:

Three (3) Handsets

Four (4) Headsets

All devices shall be complete with their related jackbox plug and cabling provided and fabricated compatible with VCCS. Alternate items not provided by the manufacturer but compatible with the VCCS may be acceptable with review and approval.

SPEAKERS

Provide one new speaker per position, integrated into the console and connected to the VCCS. Speakers shall be Kenwood KFCX-133, Frequentis D3210213-1 or approved equal and shall be complete with volume controls.

2.2 MAIN RADIO TRANSMITTERS AND RECEIVERS

The Contractor shall provide and install two (2) main VHF Single Channel AM TR-7750 Jotron Transmitter/Receiver for Ground and Local frequencies, and one (1) VHF Single Channel AM TR-7750 Jotron Transmitter for ATIS used for the purpose of two-way air traffic control communications and continuous ground station use. Ground and Local transmitters shall be tuned to 10 watts output power and ATIS tuned to 2 watts. Contractor shall configure the existing CM 200 transmitters and receivers as standby for the main radios.

Alternate Bid includes providing General Dynamics CM-300/350 Series Version 2 Transmitters and Receivers in lieu of the TR-7750 Jotron transmitters and receivers as well as new Jotron or General Dynamics UHF radios.

Transmitters & Receivers shall be certified to the frequency issued for the airport ground control communication, air traffic local control and AWOS/ATIS communication channels. Note: Assume that the new antenna locations will demand the need for radio filters. Contractor shall include the furnishing and installation of three new filters in this project.

These radios shall be installed so that all frequencies are available to each controller position in the cab area. Radios shall be rack mounted in the equipment room level. Ground all radios and rack to ground plate provided in the equipment room.

Wire radios into the VCCS such that the radios function as Main and Standby.

2.3 ANTENNAS

The Contractor shall provide and replace six (6) Taco D-5076 VHF antennas for ATIS, ground and local main and standby and tunable cab desktop transceiver. Provide, also, two (3) Taco D5062-A UHF antennas. Antennas shall be complete with integral grounding and lightning protection. Attach ground wire to building ground. All ground wire shall be a minimum #6 copper with green insulation jacket. A Polyphaser coax surge protection device shall be installed, one per antenna cable. Polyphasers shall be for the frequency that it is protecting. Install into existing ground plate in the comm equipment room.



Antenna lightning protection ground wire shall be grounded to the roof top building ground.

The tower has existing antenna mounting pipes on the roof. Contractor is responsible for locating antennas as necessary to avoid bleedover and blindspots. Antennas should, if possible, be a minimum 6 ft. from lightning protection down conductors. Ground all antenna pipe with #2 copper wire fastened to the pipe with strap and to the 4/0 lightning protection counterpoise with a connection manufactured for that purpose.

Minimum Specifications (Antennas)

VHF Frequency Range: 118 - 136 MHz and UHF 225-400 Mhz

Wind Velocity/Loading: 132 MPH nominal at 100 ft. above ground level

Lightning Protection: Direct Ground

Note: All roof and exterior hardware shall be 316 Stainless Steel. This includes all nuts, bolts, washers and Unistrut attachment hardware.

2.4 RADIO FILTERS

The Contractor shall furnish and install three Telsa TO5110426 single cavity type filters, or comparable substitute to each of the VHF AM Single Channel Receivers.

2.5 HANDHELD TRANSCEIVER

The Contractor shall furnish three (3) VHF Tunable Handheld Transceiver Radio for the purpose of additional redundant backup two-way air traffic control communications and portability. Radio shall be complete with all items shown on the specification below:

General

- Frequency range:

TX	118.000 - 136.99166MHz
RX	118.000 - 136.99166MHz
- Channel spacing: 25 kHz/8.33 kHz
- Mode: 6K00A3E/5K60A3E (FCC/EXP)
- Number of memory channels: 300 channels
- Antenna impedance: 50 Ω nominal
- Antenna connector: BNC type
- Power supply requirement: 7.2 V DC standard or 11.0 V DC at the external DC jack
- Current drain:

TX	Less than 1.8 A
RX	90 mA typical (at standby) Less than 500 mA (at AF maximum)*2
- Operating temperature range: -10°C - +80°C, 14°F - 140°F

Battery pack/Battery case**BATTERY PACK**

Voltage: 7.2 V
Capacity: 2200 mAh (minimum), 2350 mAh (typical)
Battery life: Approximately 10 hours

BATTERY CASE

Battery case with 6 AA battery cells.

Charger**RAPID CHARGER - BC-125S AC ADAPTER**

To rapidly charge the battery pack.

AC ADAPTER

To charge the battery pack using the transceiver's DC power jack.

Belt clip and belt hangers**Transmitter**

- Output power (Typical): 6.0 W (PEP), 1.8 W (CW)
- Modulation limiting: 70-100%
- Audio harmonic distortion: Less than 10% (at 60% modulation)
- Harmonic and Noise ratio: More than 35 dB
- Spurious emissions: More than 46 dB
- Frequency stability: ± 0.4 kHz

Receiver

- Receive system: Double conversion superheterodyne
- Intermediate frequencies: 1st 46.35 MHz, 2nd 450 kHz
- Sensitivity: Less than 0.4 μ V (at 12 dB SINAD)
- Squelch sensitivity (Threshold):

VOR/COM	Less than 1 μ V
WX	Less than 0.56 μ V
- Spurious response rejection ratio:

VOR/COM	More than 60 dB
WX	More than 30 dB

- Audio output power:

External Speaker	530 mW (Typical)
Internal Speaker	1200 mW (Typical)

2.6 VOICE RECORDER

The Contractor shall furnish and install (1) voice-activated industrial-quality voice recorder by Eventide Nexlog Model 740 DX or approved equal. Recorder shall be complete with LAN network integration. The recorder shall have the capability to record a minimum 32 channels simultaneously. The purpose of this component is to provide a means for the recording, playback, and duplication of all radio and telephone communications to and from the control tower, with the exception of the dedicated facsimile and non-essential telephone lines that are not being used by controller positions. Capabilities shall include: synchronized recording of time, playback without recording interruption, re-recording to suitable portable storage media. Any internal storage media shall be redundant and must be configured to preclude retention of data older than 45 days. Recording systems integrated into VCCS are NOT acceptable. Software licensing shall be concurrent with warranty and any extended warranty options.

Recorder shall be compatible with the VCCS and shall be synchronized through the GPS clock. Contractor shall integrate the recorder into the tower LAN and coordinate password access with the airport. Provide remote visual alerts on system failure located in tower cab and shall be provided using a contact closure. Mount alarm light into a flush mounted box on the console as directed by the ATM.

2.7 AUTOMATED TERMINAL INFORMATION SYSTEM (ATIS)



Provide and install One (1) ATIS SBX2 by Interalia complete with remote handset installed in the cab or through the voice switch for recording messages.

Alternate Bid includes providing One (1) All Weather FlexIDS ATIS or approved equal, complete with remote handset installed in the cab or through the voice switch for recording messages. Coordinate with the communications installation contractor for integration into the Voice Switch and GPS Clock. Coordinate location of display with the ATM.

2.8 ATIS/AWOS INTERFACE SWITCH

Provide and install a new ATIS/ASOS interface unit (AAIU). Install in the cab console as directed by the ATM. New AAIU shall be by Wolen LLC, or DBT or approved equal. (Not required if digital ATIS is selected.)

2.9 GLOBAL POSITIONING SYSTEM (GPS) SYNCHRONIZED CLOCK

Provide one (1) 24-hour digital clock with slave LED display. Clock shall integrate all time in all equipment to include new VCCS and existing recorder with the source time being Global Positioning System (GPS) satellites. Preferred time source code generator should be GPS type with RS 232 port for output data. Crystal time source is acceptable for non-essential applications. Installation of the clock, any associated cabling, gauges, and other required components will be completed by the contractor. (Spectracom or ESE or approved equals shall be provided).

2.10 SECONDARY METEOROLOGICAL SYSTEM

The Contractor shall provide and install secondary weather system sensors on existing airport owned tower transmitting data to cab indicators via wireless modem. See Appendix B for photos and Appendix D for site location. Installation shall include sensors and indicators for a complete system in accordance with the FAA Minimum Equipment List with system/all components approved by the FAA Weather Group. Sensors and data display shall include Wind speed and direction, Temperature and Dewpoint and Altimeter Setting Indicator. System shall be AWI 3000 AWOS I by All Weather, Inc. or approved equal. These indicators must be internally illuminated and mounted on the control tower cab console. Indicators shall be integrated in one display with other sensors. Display shall be installed at a location as directed by the Air Traffic Manager

These indicators must be internally illuminated and mounted on the control tower cab console as directed by the ATM.

2.11 UNINTERRUPTABLE POWER SUPPLY (UPS)

Prior to purchase and during submittal stage, Contractor will calculate power loads for proper sizing of UPS equipment. The VCCS shall operate on AC backup power outlets, effectively isolating the system from the AC voltage spikes within the building AC power system. Contractor shall provide, as a minimum and depending on equipment provided and calculations, five (5) APC or approved equal RS 800 VA units for the cab equipment (to include the ALCP), two (2) 1200 VA for the VCCS and three (3) 1200 VA or approved equal for the radio rack mounted equipment. Contractor shall test the UPS system for approval and acceptance by the Airport. Additional testing required includes the coordination and testing of the UPS during a primary power/generator startup.

2.12 SIGNAL LIGHT GUN

The Contractor shall furnish and install (1) cordless, rechargeable, FAA standard signal light gun to perform visual ground to air communications. Light gun shall be an LED Signal Lamp SLG by Wolen LLC or approved equal. This equipment will facilitate ground to aircraft communications and operations in the event that the ATCT and/or aircraft radio communications become inoperative.

2.13 AIRCRAFT COUNTER

Furnish and install one (1) traffic counter, (eight-position mechanical tally counter), Denominator or approved equal, to allow the recording of traffic operations at the airport shall be supplied.

2.14 CABLING, WIRING AND RACKS

All cabling shall be plenum rated Low Smoke Zero Halogen outer jackets. Cat 5e/6 cabling shall be 4 pair 24 AWG stranded conductor UTP, 350 MHz. All ground wire shall be a minimum stranded #6 green insulated jacket. Antenna cabling shall be LMR 400, minimum quality, or as recommended by the radio manufacturer.

Contractor is responsible to provide racks for all equipment. As a minimum all equipment cabinets shall include 4 legged racks, with vented and removable side, back and front panels, plexiglass vented front door with lockable handles. Rear rack panel shall be hinged with lockable handle. Rack top shall allow easy passage of cabling to the overhead electrical outlets and shall include thermostatically controlled fans. Provide a minimum of 2 fans. Each rack shall include 10 position power strip and full length copper ground strip with pre threaded screw holes. Ground strips to the provided multipoint ground bar with a minimum #6 wire with a green jacket. Provide cable management cable tray on all corners, as a minimum.

Note: Reference drawings and photographs. Cat 3/5 cabling, 25 pair cabling, 25 pair pre-terminated connections, 66 block and phone/data jack box installations are existing throughout the tower. It is the responsibility of this contract to test all cabling, termination points and 66 blocks for proper function. Remove and replace all antenna cabling.

PART 3 – EXECUTION

1.1 INSTALLATION

Install all equipment in accordance with manufacturer's written instructions, and with recognized industry practices. All work shall be accomplished in accordance with the current applicable International Building Code, National Fire Protection Agency (NFPA), the National Electric Code, and all other applicable local and state codes. Contractor shall be responsible to field verify all measurements prior to fabrication and installation.

A. Installation Schedule

Coordinate with the Air Traffic Manager (ATM) with the scheduling and down time that may be required for the installation of the equipment. **The existing ATCT shall remain completely operational during normal hours at every opening day until final cut-over occurs.**

B. Equipment Placement

Coordinate and assist Air Traffic Manager (ATM) with placement of equipment. Contractor is responsible for all unanticipated but necessary cutting or modification of millwork and trim work required for the installation of the equipment. ATM will authorize the layout prior to the contractor cutting the surface or mounting the equipment. All installation shall be neat and acceptable to the AIRPORT.

C. Wire, Wire Management and Cabling Installation

All termination cabling for the voice communications system, radios and appurtenances will be terminated into Krone or 66 blocks. All wiring shall be neatly installed, labeled and tied back in accordance with the guidance discussed below. Cab ceiling access and roof top shall be through the existing conveyance ONLY. All other cabling runs shall be in cable tray or conduit. All cable runs shall be neatly bundled and tied a minimum of every five (5) feet **with Velcro ties. Cinch or zip ties are NOT permitted unless otherwise approved..**

Contractor shall perform all work per the BICSI Cabling Installation Manual including NEC and ANSI Standards referenced therein. As a minimum, industry standard wire management must be provided and installed.

All low voltage cables shall be installed and secured in a neat and workmanlike and code compliant manner. The Contractor is to furnish and install all sleeves, cable trays, wire ties, etc. required to support and protect said wiring in a code compliant fashion. All cables shall be protected against physical damage. No low voltage cables are to be supported by other electrical raceway-conduit systems, conduit systems of other trades, ductwork, sprinkler piping, etc. Low voltage cables shall not be permitted to lie on the grid system of any type ceiling system. All fire proofing shall be replaced.

All low voltage cables shall be **individually identified every 10 feet in the cab, equipment room and chases** by an approved and easily readable means to identify what type systems the cables are used for and each terminating end circuit.

Open, exposed low voltage cables shall be installed so that they are a minimum 18 inches away from all electrical power conduits and conductors.

Splices are not permitted on any cabling.

Ground wire shall insulation cover color and pattern shall conform to FAA standards with a minimum size of #6 unless otherwise noted. Ground wire terminations shall be complete with double hole lugs appropriately sized for ground wire.

All cable ties shall be ultraviolet resistant and shall be Velcro straps. Cable ties are NOT permitted.

3.2 TESTING

Coordinate testing upon completion of installation. Contact AIRPORT and the ATM at least 1 week prior to the estimated testing dates

3.3 FAA SCOPE

FAA interface will be required for interface with the new AWOS/ATIS and shout lines interface. Levels for the new VCCS will also require coordination.

3.4 TOUCH UP AND REPAIR

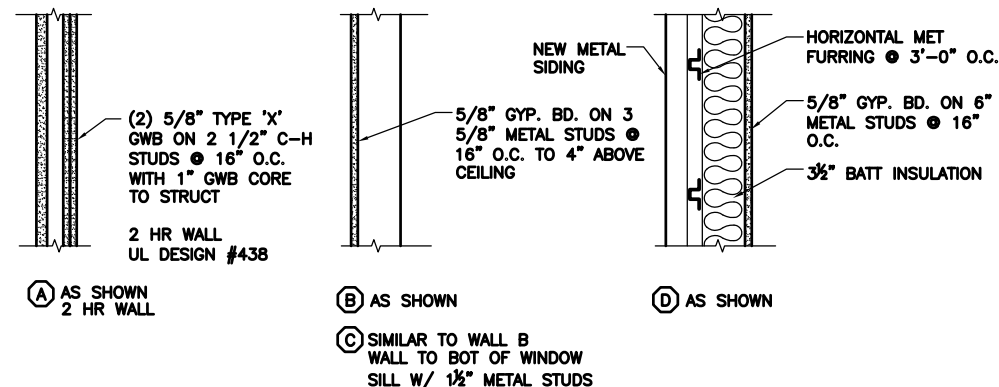
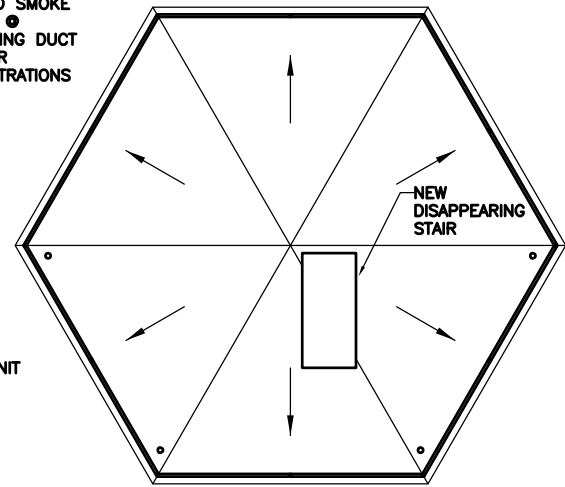
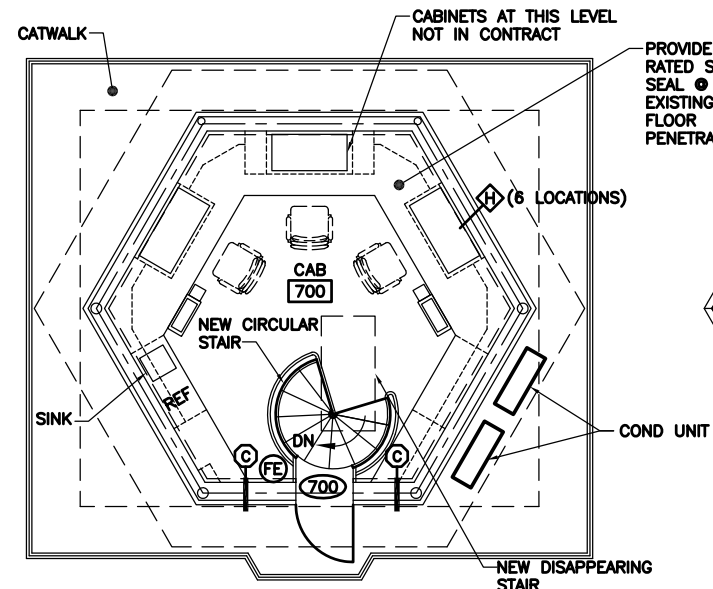
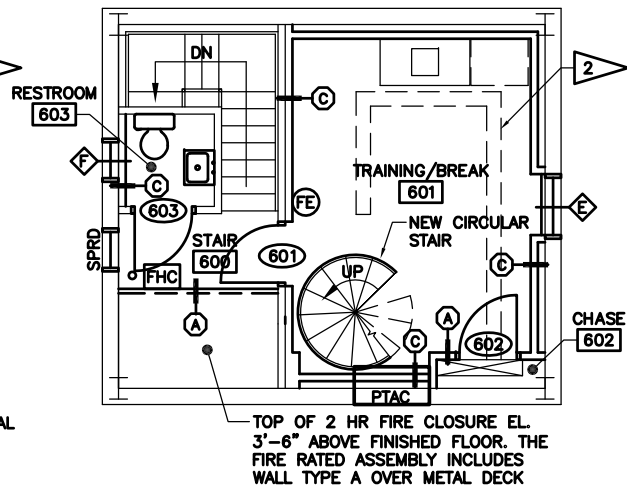
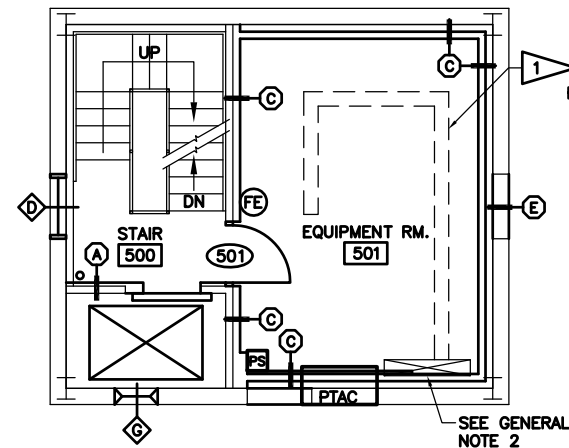
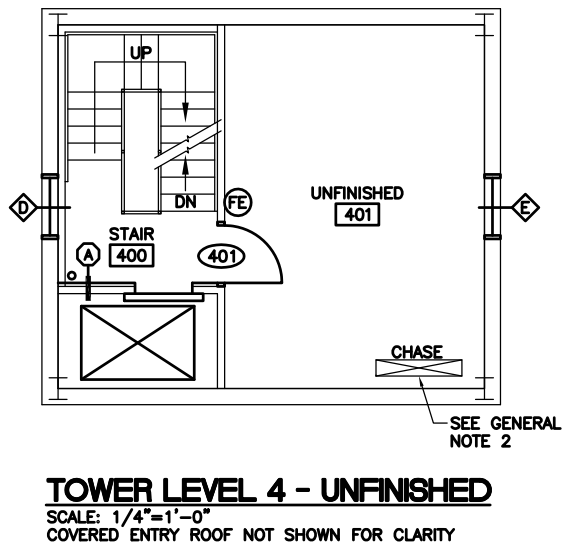
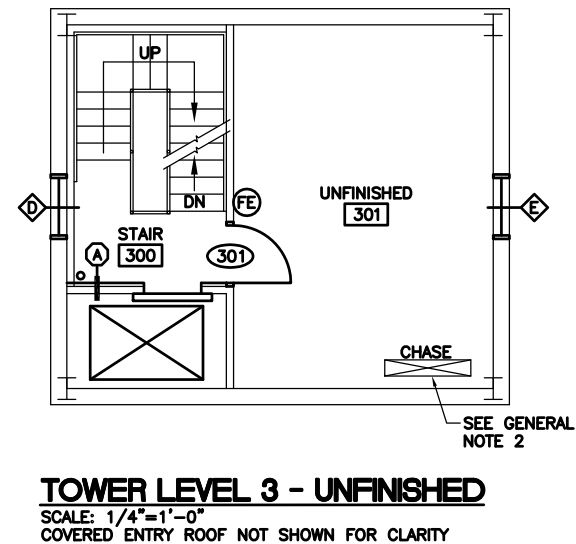
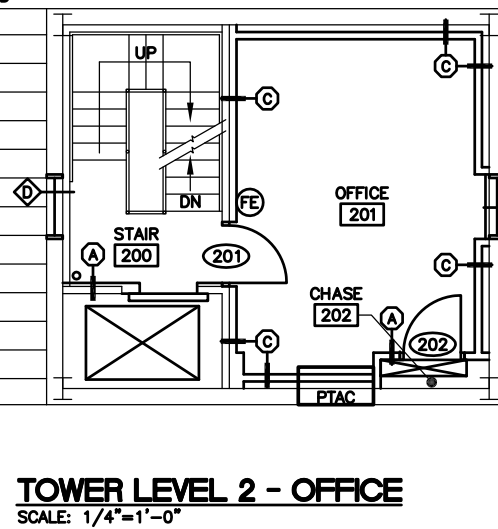
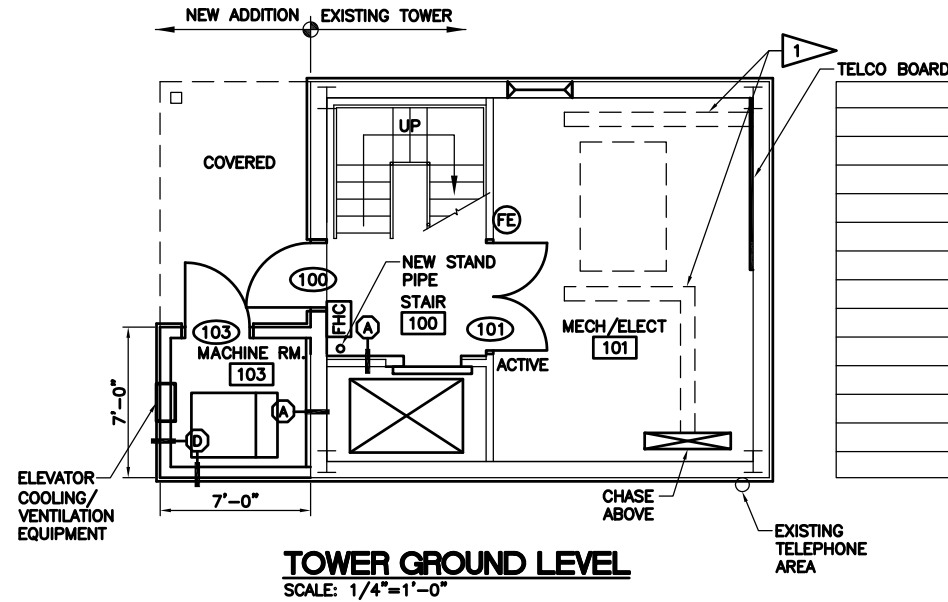
Contractor shall touch up paint all damaged surfaces and shall be responsible for the repair of all damages incurred during installation of the equipment and any/all items in the scope of work. A final inspection will occur by THE AIRPORT who has the authority to approve and require repair/touchup of damaged surfaces/items. All punch list and final inspections shall be performed by the technicians that are certified for installation of each piece of equipment and were present during the installation.

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Note: The following pages should be printed on 11x17 size paper.

Appendix A ATCT Drawings

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GENERAL NOTE:

1. LOCATE NEW CIRCULAR STAIR TO ALLOW FOR A MIN 2" CLEARANCE FROM FACE OF NEW FURRED WALL TO EDGE OF HANDRAILS.
2. PROVIDE A 2 HR UL RATED FIRE STOP AT FLOOR LEVEL. SUBMIT PRODUCT DATA.
3. LEVELS 3 AND 4 RECEIVE A NEW CONCRETE FLOOR ON EXISTING STRUCTURE (SEE STRUCT. DWGS). CONTRACTOR TO CUT 4" CMU WALL FOR DOOR. INTERIOR TO REMAIN UNFINISHED EXCEPT FOR ADDITION OF WINDOW.
4. PROVIDE INFORMATION SIGN AT EACH LEVEL NEAR THE ELEVATOR INDICATING THE FLOOR LEVEL.

FLAG NOTES:

- 1 PROVIDE STEEL FLOOR TRENCH COVERS WHERE MISSING.
- 2 INFILL EXISTING FLOOR TRENCH W/ CONC. MATCH FINISH FLOOR LEVEL.

LEGEND:

- FE FIRE EXTINGUISHER
FHC FIRE HOSE CABINET

Rev.	By	Date
1	K.F.	6/18/07



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CLOUGH HARBOUR & ASSOCIATES LLP

Drawn: R.C.
Checked: T.W.
Design: K.F.

ATCT RENOVATION PROJECT
FLOOR PLANS

Issue Date: 6/18/07
Project No.: 16514
Scale: AS NOTED

A-201



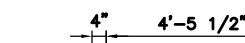
TOWER GROUND LEVEL
SCALE: 1/4"=1'-0"



TOWER LEVEL 5 - EQUIPMENT ROOM
SCALE: 1/4"=1'-0"



TOWER LEVEL 6 - BREAK ROOM
SCALE: 1/4"=1'-0"



ENLARGED RESTROOM
SCALE: 1/2"=1'-0"

NOTE: PROVIDE SINK W/VANITY UNIT OR SIM.
WITH STORAGE BELOW SINK.

TOILET ACCESSORIES:

- (A) 18"x36" FRAME MIRRORS
- (B) LIQUID SOAP DISPENSER
- (C) SINGLE ROLL TOILET TISSUE DISPENSER
- (D) ROBE HOOK
- (E) UNISEX SIGN
- (F) PAPER TOWER DISPENSER

MOUNTING HEIGHTS:
FRAME 76" TOP OF
REFLECTIVE SURFACE
LAVATORY OR SINK
MOUNTED
37" AFF TO BOTTOM

72" AFF

60" AFF

60" AFF

REFLECTED CEILING LEGEND:



2'x2' SUSPENDED ACOUSTICAL CEILING SYSTEM



GYPSUM BOARD



FLUORESCENT LIGHT FIXTURE

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VICTORIA, TEXAS 77904

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MCLOUGH HARBOUR & ASSOCIATES LLP

Designed: K.F.	Drawn: R.C.	Checked: T.W.
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ATCT RENOVATION
PROJECT

CEILING PLANS

Issue Date: 6/18/07	Project No.: 16514	Scale: AS NOTED
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FBI - NEW YORK



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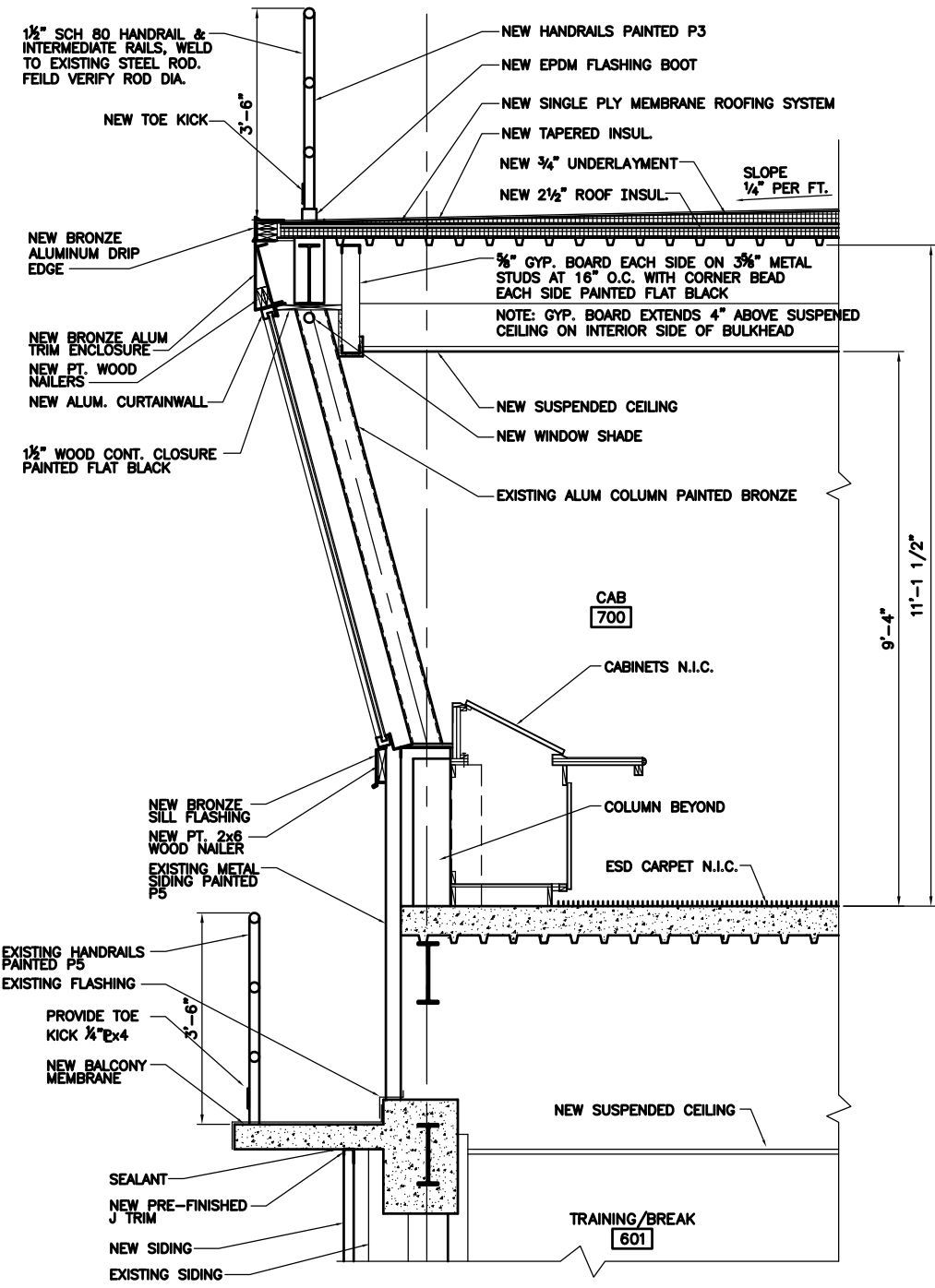
ATCT RENOVATION
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TOWER ELEVATIONS

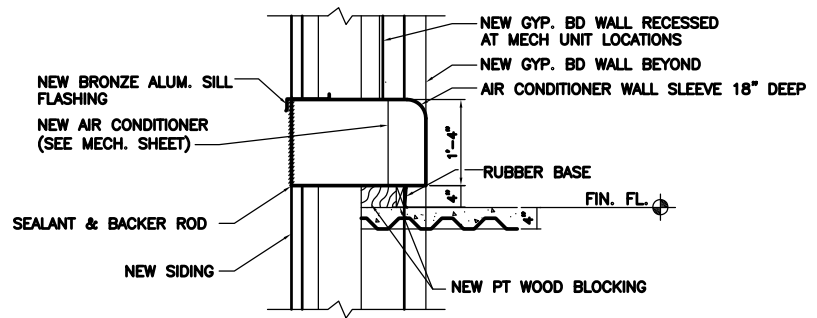
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A-301

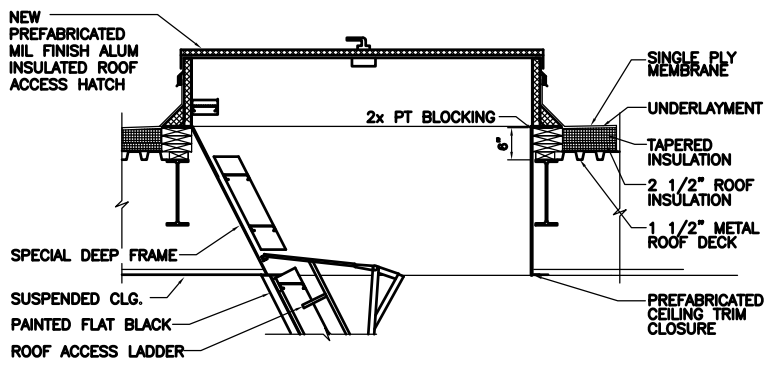
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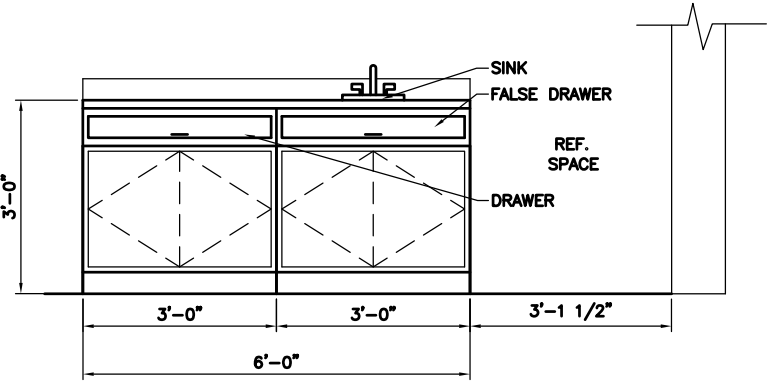
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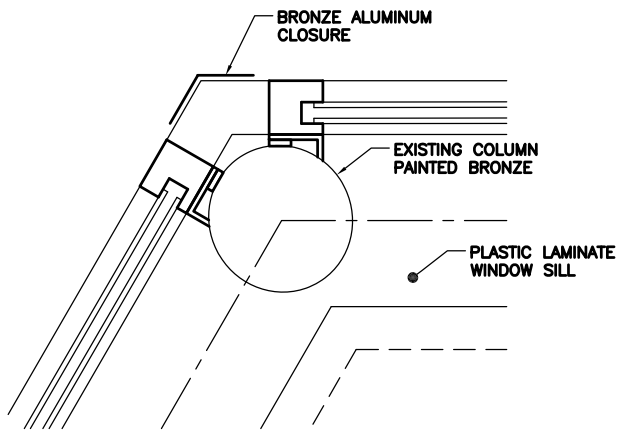
TYP. AC UNIT SECTION
SCALE: 3/4"=1'-0"



TYP. ROOF HATCH DETAIL
SCALE: 3/4"=1'-0"



CABINET ELEVATION
SCALE: 3"=1'-0"



TYP. GLASS CORNER DETAIL
SCALE: 3"=1'-0"

DIVISION 12 FURNISHINGS:
12303 - CASEWORK
CABINET CONSTRUCTION
PL-1 PLASTIC LAMINATE TOP SURFACE - 50
FORMICA: GRAPHITE GRAFIX 51-5B
PL-2 ACCENT COLORED PLASTIC LAMINATE FRONT CABINET VERTICAL SURFACES.
WILSONART: WINDSWEEP PEWTER 4795-60
DOORS, DRAWER FRONTS, AND COUNTERS - 3/4" PLYWOOD
DRAWERS - 1/2" PLYWOOD PLASTIC LAMINATE - COLOR BLACK
INTERIOR SHELVES - 3/4" PLYWOOD PLASTIC LAMINATE - COLOR BLACK
DRAWER GUIDES "BLUM" EUROPEAN 230E
FLUSH DOOR PULLS "SUGATSUNE" LAMP SD-160 UTZ 130 STAINLESS STEEL
DRAWER KNOBS "HAGER" 1016, 1" US28
DOOR HINGES "BLUM" MODULE 90 110° OPENING
INTERIOR FINISH - PLASTIC LAMINATE - COLOR BLACK

Rev.	By	Date
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609 FOSTER FIELD DRIVE
VICTORIA, TEXAS 77904

ATCT RENOVATION
PROJECT
DETAILS
Scale: AS NOTED
Project No.: 16514
Issue Date: 6/18/07

FLAG NOTES:

- 1

4" LIGHTWEIGHT CONCRETE R/W 6x6-W1.4xW1.4 WWF ON 1 1/2" 20 GA G60 GALV. COMPOSITE MET. DECK
- 2

INFILL METAL ROOF DECK TO OPENING FROM REMOVED VENT.
- 3

REMOVE CORRODED W6 BEAM AND REPLACE WITH W6x12.
- 4

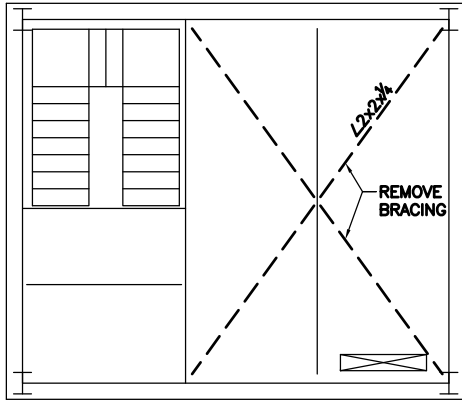
HSS 5.0x0.25 POST FOR AIRPORT BEACON.
- 5

CONCRETE REPAIR OF SPALLS AND CRACKS IN CATWALK TOPPING AND REINFORCED CONCRETE. SEE REPAIR NOTES S-001.
- 6

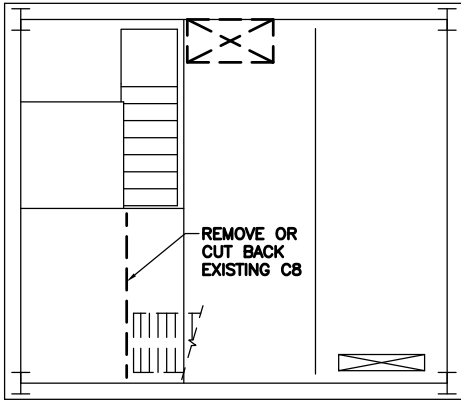
INFILL EXIST. FLOOR TRENCH W/ CONCRETE. MATCH EXIST FINISH FLOOR.
- 7

EXIST. PENETRATION FOR OLD AC DUCT. INFILL WITH CONCRETE OR SAFE STOP MATERIAL.
- 8

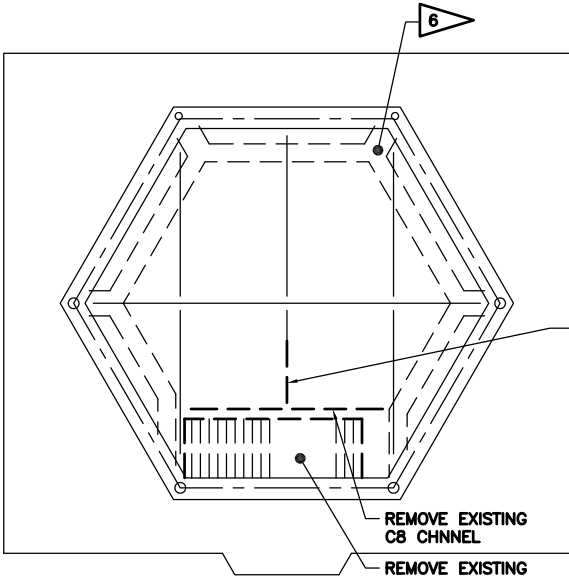
EXIST. PENETRATION FOR OLD AC DUCT. PENETRATION TO BE REUSE FOR COMM CHASE.



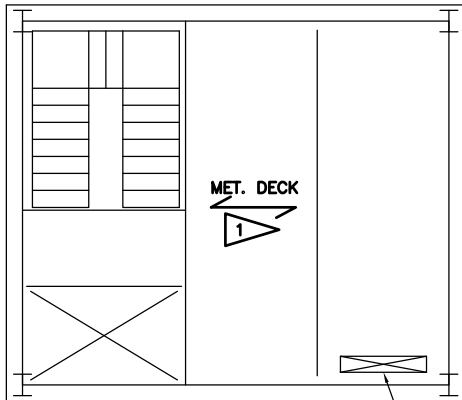
DEMOLITION PLAN - LEVEL 3 AND 4
SCALE: 1/4"=1'-0"



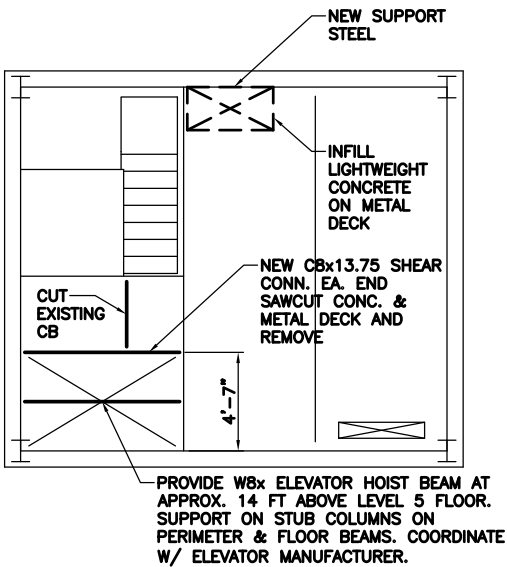
DEMOLITION PLAN - LEVEL 6
SCALE: 1/4"=1'-0"



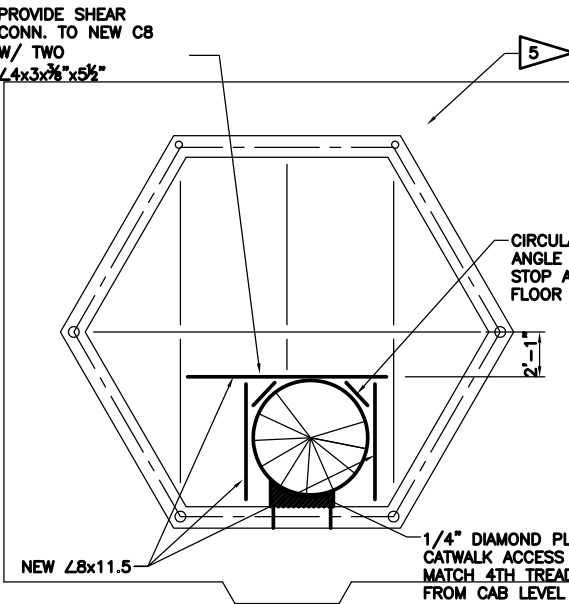
DEMOLITION PLAN - CAB LEVEL
SCALE: 1/4"=1'-0"



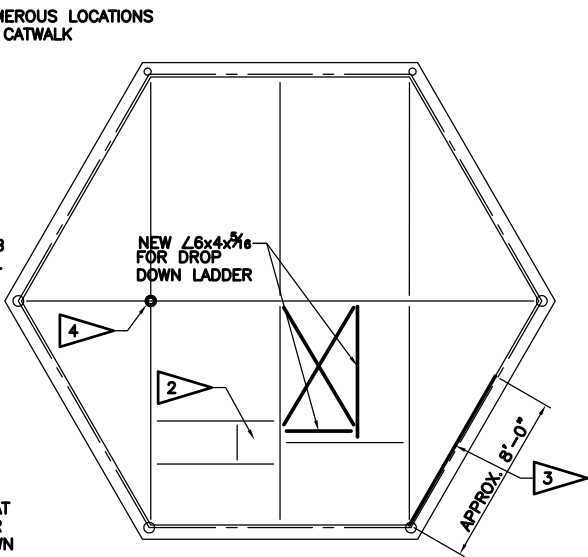
NEW FRAMING PLAN - LEVEL 3 AND 4
SCALE: 1/4"=1'-0"



NEW FRAMING PLAN - LEVEL 6
SCALE: 1/4"=1'-0"

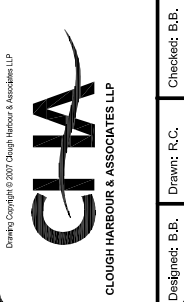
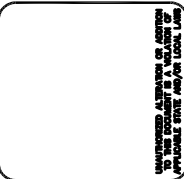


NEW FRAMING PLAN - CAB LEVEL
SCALE: 1/4"=1'-0"



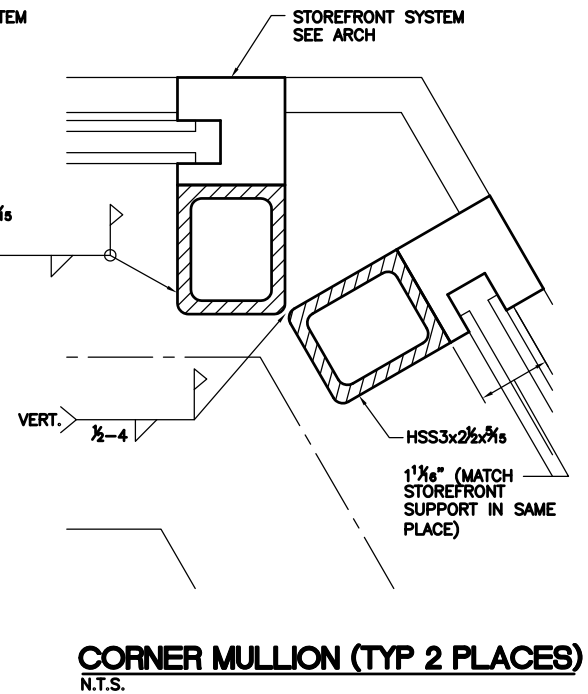
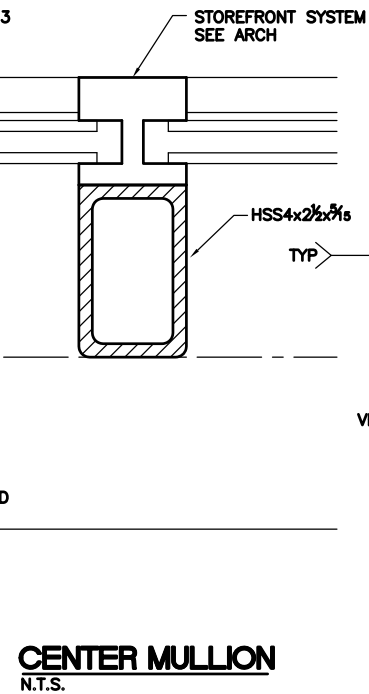
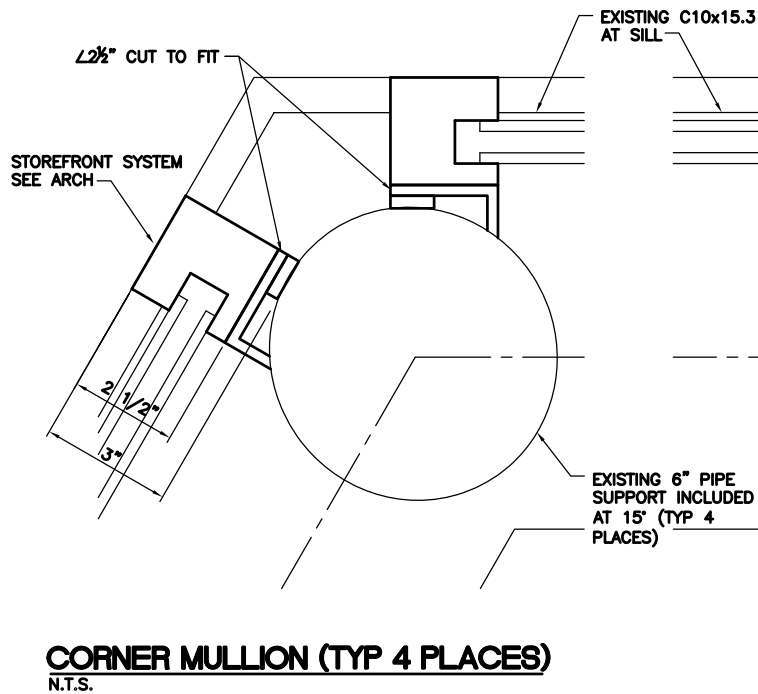
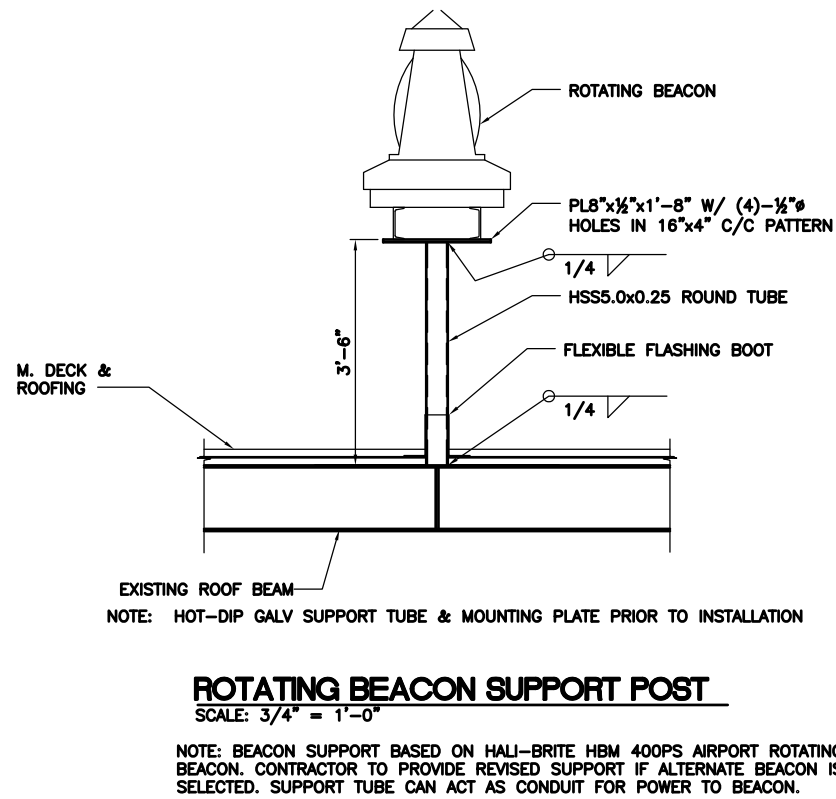
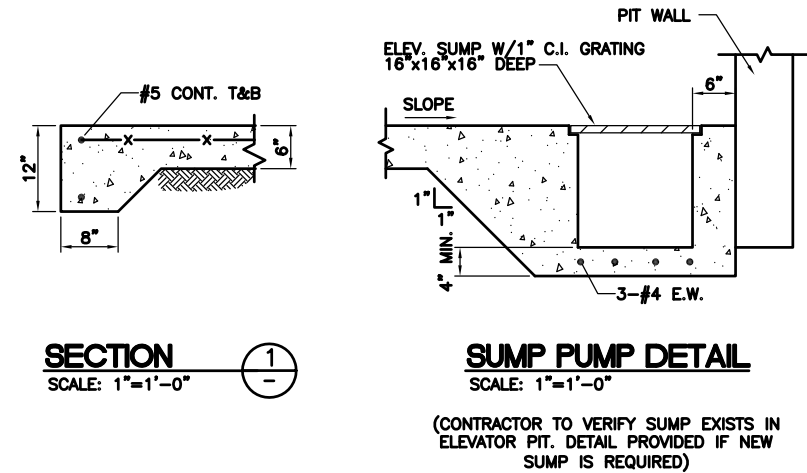
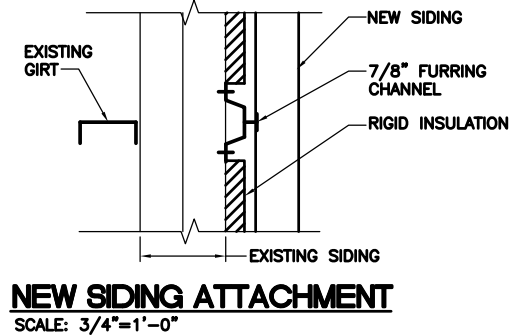
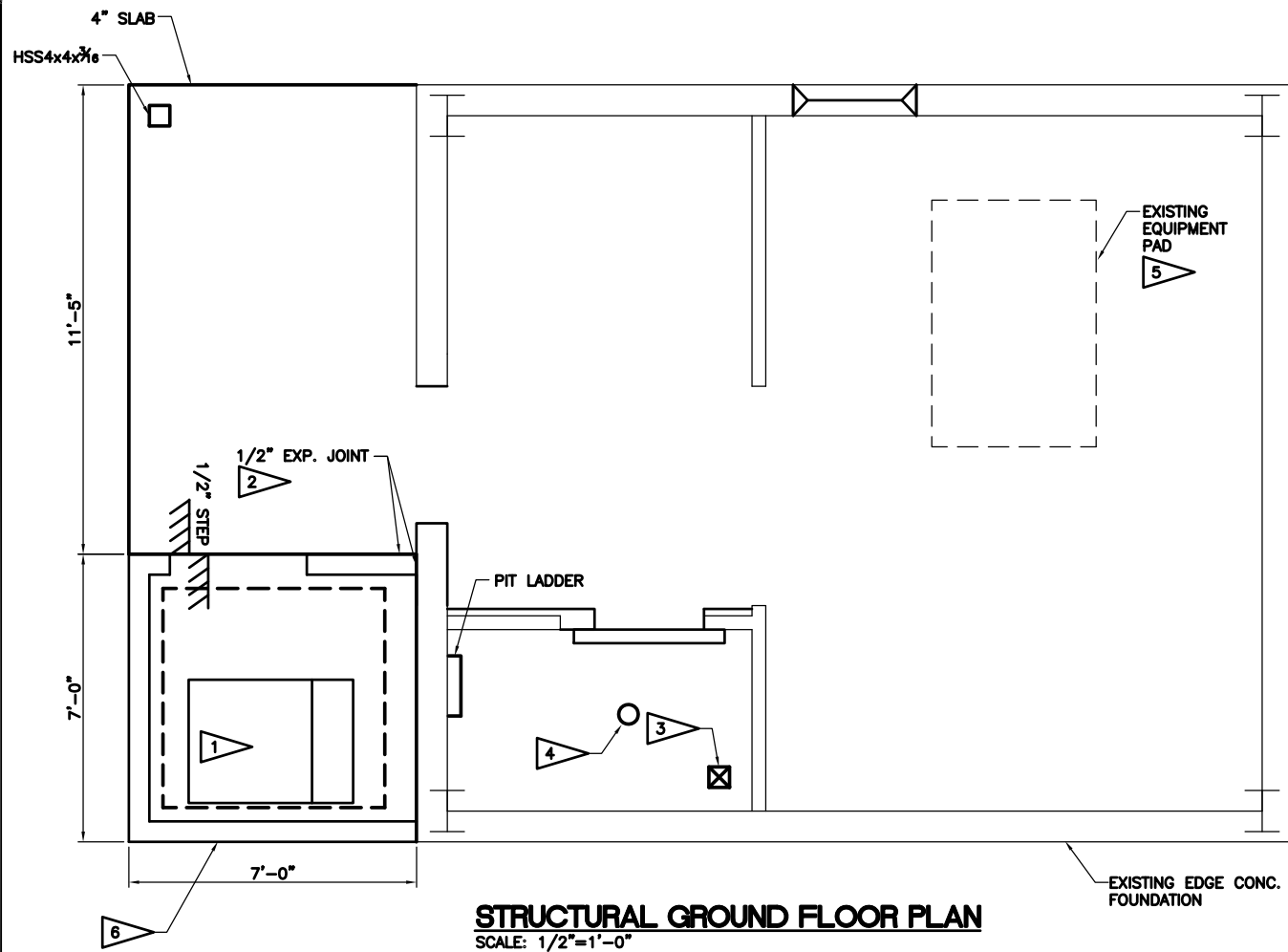
NEW FRAMING PLAN - ROOF
SCALE: 1/4"=1'-0"

No.	Submitted / Revision	Approved By	Date
1	ISSUED FOR BID	K.F. R.C.	6/18/07



ATCT RENOVATION PROJECT	Issue Date: 6/18/07	Project No.: 16514	Scale: AS NOTED
STRUCTURAL PLANS	Design: B.B.	Drawn: R.C.	Checked: B.B.

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Date: 6/18/07
User: user



FLAG NOTES:

- 1 6" SLAB ON GRADE R/W 6x6-W2.9xW2.9 WWF ON 6 MIL VAPOR BARRIER.
- 2 4" SLAB ON GRADE R/W 6x6-W1.4xW1.4 WWF. PROVIDE EXPANSION JOINT AT FACE OF EXISTING FOUNDATION. PROVIDE 18"x18"x16" DEEP FOOTINGS FOR CANOPY TUPE STEEL COL. R/W 3-#5 E.W.
- 3 16"x16"x18" DEEP SUMP PIT W/GRATING. SLOPE ELEVATOR PIT 1/8" PER FT. TOWARD SUMP PIT.
- 4 CONTRACTOR SHALL COORDINATE SIZE AND LOCATION OF IN-GROUND CYLINDER WITH ELEVATOR MANUFACTURER SELECTED. CONTRACTOR SHALL DRILL CASING HOLE AND INSTALL CASING FOR IN-GROUND CYLINDER PRIOR TO PLACING FOUNDATION CONCRETE.
- 5 DEMO EXISTING PAD TO BELOW FLOOR SLAB LEVEL. INFILL W/ CONCRETE LEVEL FLOOR.
- 6 LIGHT GAUGE METAL STUD WALL CONSTRUCTION. METAL STUD FOR LEAN-TO ROOF. 20 GA MEATL GGO GALV COATING.

No.	Submitted / Revision	By	Date
1	ISSUED FOR BID	K.F.	6/18/07



UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY.

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609 FOSTER FIELD DRIVE
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CIA
CLOUGH HARBOUR & ASSOCIATES LLP

Design: B.B.
Drawn: R.C.
Checked: B.B.

ATCT RENOVATION PROJECT

STRUCTURAL DETAILS

Issue Date: 6/18/07
Project No.: 16514
Scale: AS NOTED

S-301

ELECTRICAL LEGEND:

POWER AND LIGHTING:

PP	POWER PANEL
MDP	MAIN DISTRIBUTION PANEL 600A, 3P, 208/120V
CP	CRITICAL POWER PANEL
UPPS	UPS POWER PANEL
ATS	AUTOMATIC POWER TRANSFER SWITCH
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSER
PTAC	PACKAGED TERMINAL AIR CONDITIONER
Ⓐ	120, 20A, TWIST LOCK, NEMA L5-20R CEILING MOUNT
Ⓔ	QUAD RECEPTACLE
Ⓗ	DUPLEX RECEPTACLE
Ⓔ GFI	"GFI" DUPLEX RECEPTACLE ("GFI" DENOTES GROUND) ORANGE IN COLOR W/ ISOLATION DEVICE
□	PULL BOX
S	DISCONNECT SWITCH, FUSED 3P, 208/120V, 600A, SQD, D326NT OR APPROVED EQUAL
S	3P, 208V, 100 AMP, FUSED DISCONNECT (ELEVATOR) SQD. D323H OR APPROVED EQUAL
\$	LIGHT SWITCH
\$SP	LIGHT SWITCH W/ DIMMER
IWH	INSTANT HOT WATER HEATER
B	GENERATOR INDICATOR BUZZER EDWARDS 120 VOLTS WALL MOUNT SERIES 1066 .05 AMPS SILENCING FEATURE REQUIRED
JWP	WEATHER PROOF JUNCTION BOX
SPF	STAIR PRESSURIZATION FAN
SPRD	STAIR PRESSURIZATION RELIEF DAMPER
EF	EXHAUST FAN
P	PHOTOCELL
SP	SUMP PUMP

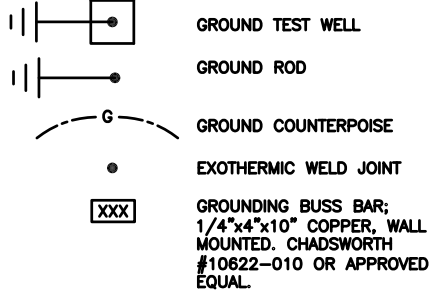
FIRE ALARM:

FACP	FIRE ALARM CONTROL PANEL
F	FIRE ALARM MANUAL PULL STATION
F	FIRE ALARM SPEAKER/STROBE
S	SMOKE DETECTOR
R	MECH UNIT SHUT DOWN RELAY
AA	AUDIO ALARM WITH SILENCER

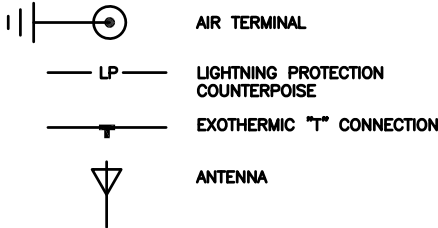
TELEPHONE AND COMMUNICATIONS:

☒	AIPHONE MASTER STATION KB-3MRD
☒	AIPHONE DOOR STATION KB-DAR
PS	24VDC PWR SUPPLY AIPHONE
	TELCO DEMARCATION BACKBOARD
△	DATA/TELEPHONE OUTLET
□□□□□□	CABLE TRAY ALUMINUM LADDER TYPE (SEE GENERAL NOTE 9 THIS SHEET)

GROUNDING:



LIGHTNING PROTECTION:



GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, NFPA 70, AND ALL STATE AND LOCAL CODES.
- MATERIALS SHALL BE LISTED BY THE UNDERWRITER'S LABORATORIES, INC.
- UNLESS OTHERWISE NOTED, ALL POWER CIRCUIT CONDUCTORS SHALL BE COPPER AND A MINIMUM SIZE OF #12 AWG. THE INSULATION SHALL BE THHN/THWN. CONDUITS SHALL BE A MINIMUM OF 3/4".
- A GREEN COPPER GROUND WIRE SHALL BE INSTALLED IN ALL CONDUIT SYSTEMS AND SHALL BE BONDED TO ALL ENCLOSURES, BOXES, AND EQUIPMENT.
- COPPER BONDING JUMPERS SHALL BE USED TO BOND CONDUIT TO ENCLOSURES, BOXES, AND EQUIPMENT WHERE CONCENTRIC OR ECCENTRIC KNOCKOUTS ARE USED.
- SEE ARCHITECTURAL REFLECTED CEILING PLANS FOR COORDINATION OF EQUIPMENT MOUNTED IN SUSPENDED CEILINGS SUCH AS LIGHTING FIXTURES, SPEAKERS, A/C REGISTERS, AND SMOKE DETECTORS.
- WHERE OPENINGS ARE MADE IN FIRE/SMOKE WALLS TO ALLOW INSTALLATION OF ELECTRICAL CONDUITS, CABLE TRAYS, OR OTHER SIMILAR MATERIALS, THE CONTRACTOR SHALL SEAL SUCH OPENINGS AROUND THE EQUIPMENT TO REESTABLISH THE FIRE RATING INDICATED FOR THE WALL IN STRICT COMPLIANCE WITH NFPA 101, PARAGRAPHS 6-2.3.2.4 AND 6-.3.6 PENETRATIONS AND MISCELLANEOUS OPENINGS IN FLOORS, SMOKE/FIRE BARRIERS. SEE ARCHITECTURAL PLANS FOR LOCATION OF FIRE/SMOKE WALLS.
- PROVIDE FIRE STOP AROUND EACH CONDUIT RUN BETWEEN FLOORS.
- CABLE TRAY SHALL BE: ALUMINUM, LADDER TYPE, 9" RUNG SPACING, 18". BONDING JUMPERS SHALL CONNECT ALL SECTIONS OF THE TRAY SYSTEM. THE TRAY SHALL BE CONNECTED TO FACILITY GROUND WITH A 1/0 BARE STRANDED, COPPER GROUND CABLE. WHERE VERTICAL AND HORIZONTAL CABLE TRAYS INTERSECT, THEY SHALL BE CONNECTED WITH APPROPRIATE CABLE TRAY FIXTURES SO AS TO PROVIDE A CONTINUOUS AND SMOOTH CABLE SUPPORT SYSTEM. APPROPRIATE SYSTEM MOUNTING HARDWARE SHALL BE USED DEPENDENT UPON FIELD CONDITIONS. WALL PENETRATION SLEEVES SHALL BE USED AT EACH FLOOR AND WALL PENETRATION. FIRE STOP PILLOWS SHALL BE INSTALLED AS A FIRE STOP SYSTEM AT EACH FLOOR PENETRATION. THE CABLE TRAY SYSTEM SHALL BE PW INDUSTRIES OR APPROVED EQUAL.

CONTACT DAMON WILLIAMS, AEP 361-574-2281 FOR ELECTRICAL SUPPLY. CURRENT PLAN IS TO REMOVE EXISTING WOOD POWERPOLE FEED, EXISTING HANGAR, FROM EXISTING POLE OUTSIDE SITE. INSTALL NEW PAD MOUNTED TRANSFORMER.

GENERATOR NOTES:

"BOWERS POWER SYSTEMS" SERIES GL30 OR APPROVED EQUAL. FEATURES: 30KW, NATURAL GAS (LIQUID COOLED), WEATHER AND SOUND ATTENUATED ENCLOSURE, ELECTRONIC GOVERNOR, SOLID STATE CONTROLS, EMERGENCY STOP SWITCH. GENERATOR TO FEED ALL PANELS EXCEPT ELEVATOR POWER PANEL.

ATCT COMMUNICATION COORDINATION NOTES:

- PRIOR TO THE INSTALLATION OF ANY EQUIPMENT, THE CONTRACTOR SHALL PROVIDE FOR CERTAIN ELECTRICAL COMPONENTS AND WORKING CONDITIONS. THE FOLLOWING CONDITIONS ARE INTENDED TO PROVIDE FOR AN OPTIMUM INSTALLATION ENVIRONMENT FOR THE COMMUNICATIONS AND ASSOCIATED EQUIPMENT.
- THE CONTRACTOR WILL COORDINATE WITH THE TELECOMMUNICATIONS EQUIPMENT INSTALLER FOR ALL APPROVED CABLE PATHWAYS FOR COMMUNICATION FROM EQUIPMENT ROOM TO CONTROL CAB AND ROOF OF THE FACILITY.
 - THIRTY DAYS PRIOR, WRITTEN NOTICE WILL BE PROVIDED TO THE INSTALLER FOR THE DATE THAT COMMUNICATION EQUIPMENT INSTALLATION MAY BEGIN.
 - THE CONTRACTOR MUST PROVIDE LIVE ELECTRICAL SERVICE IN THE EQUIPMENT ROOM AND WITHIN THE CONTROL CONSOLE IN THE CONTROL CAB.
 - AN ELECTRICAL POWER PANEL IN THE EQUIPMENT ROOM SHALL BE INSTALLED AND OPERATIONAL.
 - WORK AREAS (EQUIPMENT ROOM AND CONTROL CAB) SHALL BE DEVOID OF OTHER WORKING TRADES SO AS NOT TO INTERFERE WITH THE COMMUNICATIONS EQUIPMENT INSTALLATION.
 - THE CONTROL CONSOLE/CABINETS IN THE CAB WILL BE COMPLETELY INSTALLED AND FINISHED UNDER THE "ATCT COMMUNICATIONS PROJECT". THE RENOVATION CONTRACTOR SHALL COORDINATE WITH COMM. CONTRACTOR FOR ACCESS TO THE CAB.
 - LOCAL PHONE SERVICE SHALL BE TERMINATED IN THE CONTROL TOWER WITH DESIGNATED LINES AND ASSIGNED NUMBERS.
 - THE CONTRACTOR SHALL INSURE THAT THE MCI TELCO LINES (FAA "SHOUT" AND SS1 OR SS4 LAND LINES (2 OR 3 DIGIT DIAL LINE) TO THE PARENT APPROACH CONTROL FACILITY) ARE COORDINATED AND SHALL BE TERMINATED IN THE CONTROL TOWER ON THE DEMARCATION BOARD ON THE GROUND LEVEL.
 - A LOCKED ROOM FOR TEMPORARY EQUIPMENT STORAGE (UPON ARRIVAL OF EQUIPMENT TO SITE) SHALL BE PROVIDED TO THE INSTALLER (TEMPORARILY) IN THE CONTROL TOWER.
 - CABLE PATHWAYS SHALL NOT CONTAIN ANY ELECTRICAL SERVICE, EITHER EXPOSED OR IN CONDUITS. RADIO INTERFERENCE CAN RESULT FROM PROXIMITY OF COMMUNICATIONS CABLING AND ELECTRICAL SERVICE. ALSO, AFTER CABLE INSTALLATION IS COMPLETE, NO ADDITIONAL ELECTRICAL SERVICE SHALL BE LOCATED IN PROXIMITY TO COMMUNICATIONS CABLING. INSTALLER WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF THE ABOVE CONDITIONS.

IF THE CONTRACTOR DOES NOT COMPLETE THE ABOVE CONDITIONS, THE INSTALLER SHALL HAVE THE RIGHT TO STOP AND/ OR DELAY THE INSTALLATION OF THE AIR TRAFFIC CONTROL COMMUNICATIONS EQUIPMENT. ANY ADDITIONAL COSTS WILL BE INCURRED BY THE CONTRACTOR, SUCH AS RETURN EXPENSES AND DOWNTIME.

LIGHTING FIXTURE SCHEDULE

FIXTURE	MANUFACTURER	MODEL	STYLE	MOUNTING	SERIES	LAMP NO.	WATT/LAMP	VOLTAGE	BALLAST TYPE	FINISH	LENGTH	REMARKS
A	COOPER	LUMARK IMPACT	TRAPEZOID	WALL	MH	1	100	120	E	BRONZE	-	
B	COOPER	METALUX	PENDANT	CEILING	EIVM	2	32	120	EB81	WHITE	48	SELF FLANGED REFLECTOR
C	CROUSE-HINDS	G55-P50	ELEVATOR PIT LIGHT	-	CC-2	1	150	120	-	-	-	WITH GUARD AND GLOBE
D	COOPER	SURE-LITES	DOWN	CEILING	P4C	1	10	120	-	WHITE	-	
E	METALUX	OVATION	LAY IN 2'x4'	RECESSED	RD1	3	32	120	EB81	MATTE WHITE	48	ZRD1-332-3F32T8
F	COOPER	METALUX	WRAP AROUND 2'x4'	SURFACE	W	3	32	120	EB81	WHITE	48	
G	COOPER	METALUX	UP/DOWN	WALL	B1	2	20	120	EB81	WHITE	24	
H	COOPER	PORTFOLIO	CAN	RECESSED	HD4	1	75	120	-	BLACK	-	SELF FLANGED REFLECTOR
J	COOPER	PORTFOLIO	SPOT	DIRECTIONAL	HA3MR	1	50	120	-	BLACK	-	MR16 LAMP
K	COOPER	METALUX	STEP	RECESSED	2	2	2	120	20	2	2	
L	-	-	WORK LIGHT ON ROOF	SURFACE	-	1	100	120	-	BLACK	-	MOUNTED ON HANDRAIL
M	HALIBRITE	HBM400PS	BEACON	STANDARD	-	-	-	120	-	-	-	L-802A AIRPORT ROTATING BECON
N	HALBRITE	L-810	OBSTRUCTION LIGHT	POLE	LED	1 EA	16	120	-	-	-	DUAL RED FRESNEL GLASS GLOBE WITH PHOTO CELL
P	SQUARE D	OG120	-	WALL	9001	1	-	120	-	-	-	GENERATOR INDICATING LIGHT
Q	COOPER	SURE-LITES	EMERGENCY	WALL	CC-X	2	3.6	120	-	WHITE	-	BATTERY BACKUP, DUAL 15 WATT LAMP HALIGEN

ELECTRICAL SERVICE NOTES:

CONTACT DAMON WILLIAMS, AEP TEXAS CENTRAL COMPANY, 361-574-2281 TO COORDINATE ELECTRICAL SUPPLY. DESIGN INTENT IS TO REMOVE EXISTING WOOD POWERPOLE ELECTRICAL FEED TO ATCT & ADJACENT HANGAR. RE-ROUTE SERVICE TO HANGAR FROM POLE MOUNTED TRANSFORMER AT ENTERANCE TO PARKING AREA AND PROVIDE NEW SERVICE FEED TO NEW PAD MOUNTED TRANSFORMER. RELOCATION OF ELECTRIC SERVICE, TRANSFORMER PAD AND ASSOCIATED CONDUIT WORK IS IN "ATCT INFRASTRUCTURE PROJECT". WORK ON INFRASTRUCTURE PROJECT WILL BE PERFORMED CONCURRENTLY WITH THIS "ATCT RENOVATION PROJECT".

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Sheet: 01/01/2007 08:45 PM Project: 01/01/2007 08:45 PM User: Robert Williams

No.	Revised	By	Date
1	ISSUED FOR BID	K.F.	6/18/07



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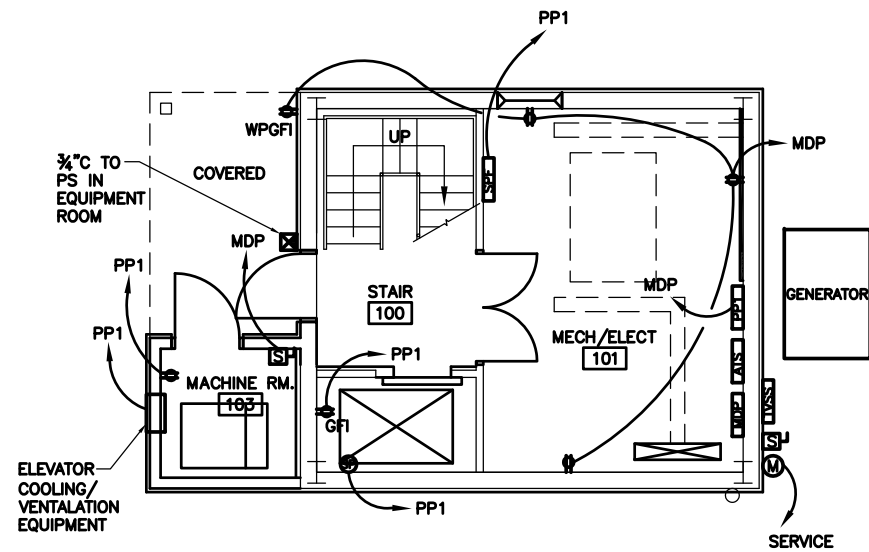


CLWA
CLOUGH HARBOUR & ASSOCIATES LLP
Design: K.F.
Drawn: R.C.
Checked: H.H.

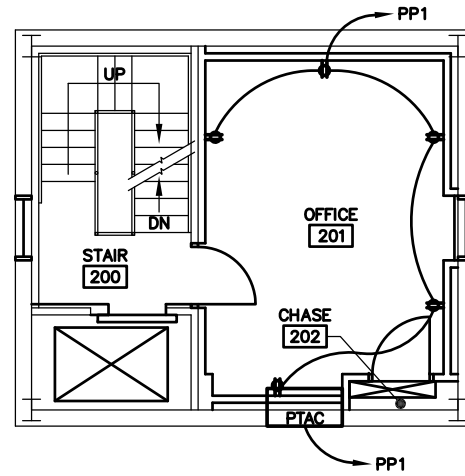
ATCT RENOVATION PROJECT
ELECTRICAL LEGEND AND LIGHTING FIXTURE SCHEDULE
Issue Date: 6/18/07
Project No.: 16514
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E-001

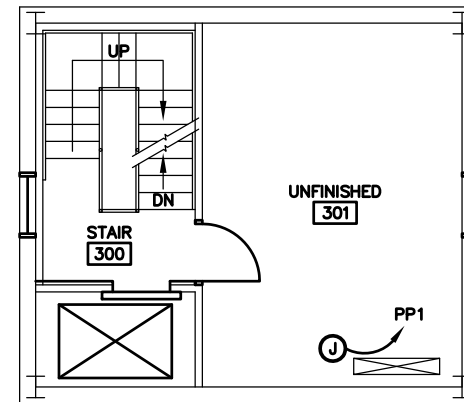
FIG. 6: POWER PLANS
DATE: 6/18/07
BY: K.F.
CHECKED: H.H.
DESIGNED: K.F.
PROJECT NO.: 16514
SCALE: AS NOTED
ISSUE DATE: 6/18/07



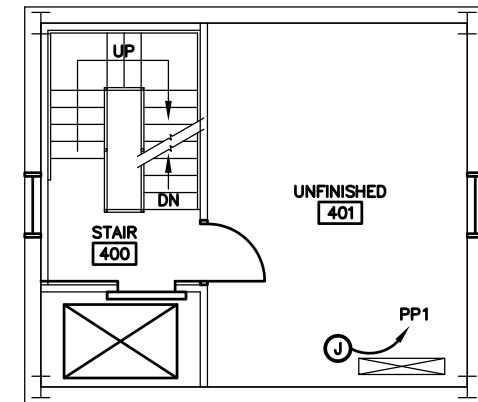
TOWER GROUND LEVEL
SCALE: 1/4"=1'-0"



TOWER LEVEL 2 - OFFICE
SCALE: 1/4"=1'-0"

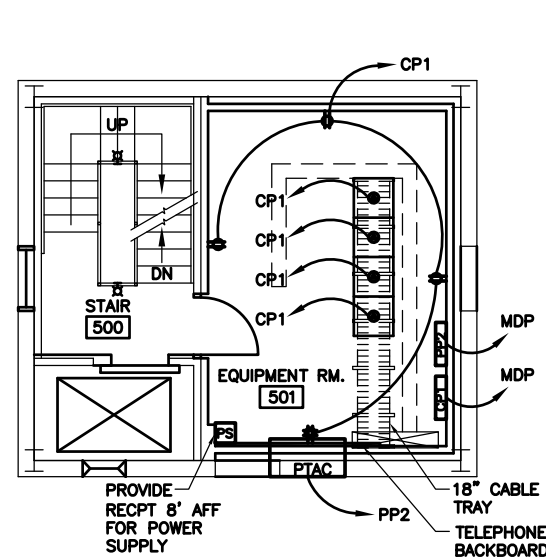


TOWER LEVEL 3 - UNFINISHED
SCALE: 1/4"=1'-0"

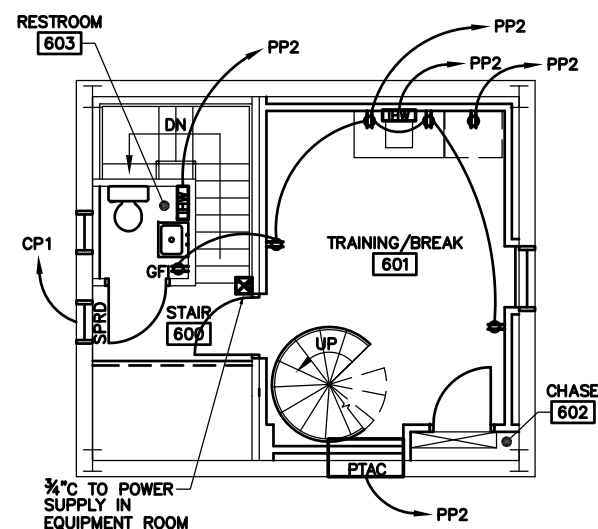


TOWER LEVEL 4 - UNFINISHED
SCALE: 1/4"=1'-0"

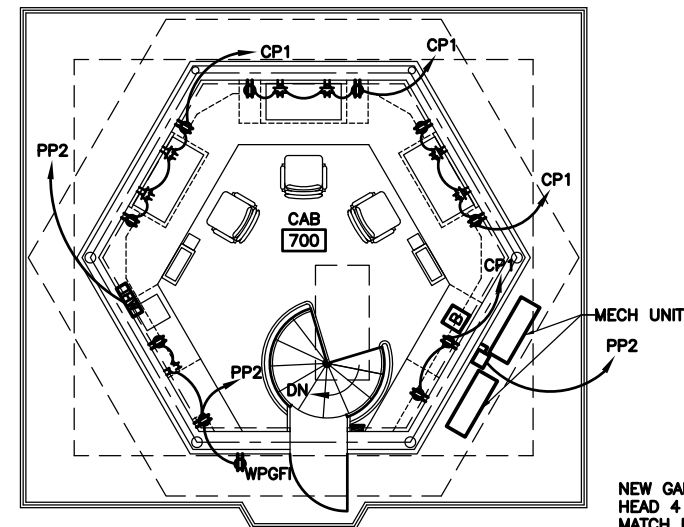
NOTE:
UNFINISHED ROOMS AT LEVEL 3 & 4 SHALL HAVE JUNCTION BOX AND CONDUIT SIZED FOR FUTURE BUILD-OUT TO BE SIMILAR TO LEVEL 2 POWER REQUIREMENTS.



TOWER LEVEL 5 - EQUIPMENT ROOM
SCALE: 1/4"=1'-0"

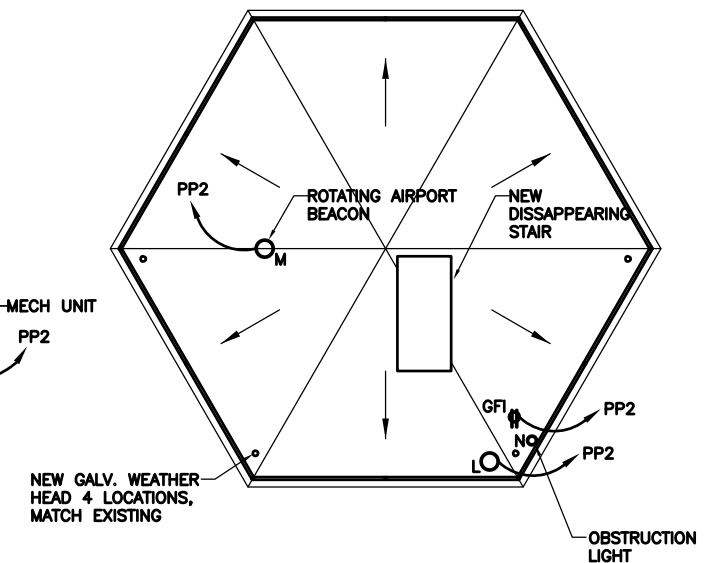


TOWER LEVEL 6 - BREAK ROOM
SCALE: 1/4"=1'-0"



TOWER CAB LEVEL
SCALE: 1/4"=1'-0"

NOTE:
PROVIDE SEPARATE CIRCUITS FOR MICROWAVE, COFFEEMAKER AND REFRIGERATOR



TOWER ROOF PLAN
SCALE: 1/4"=1'-0"

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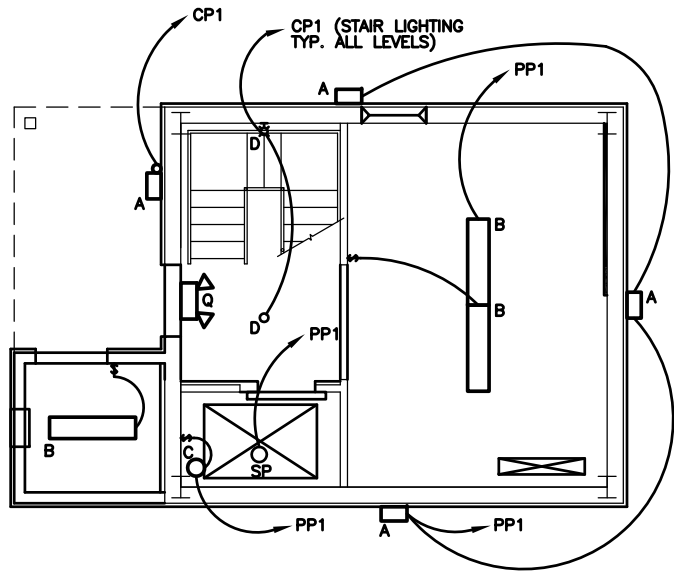
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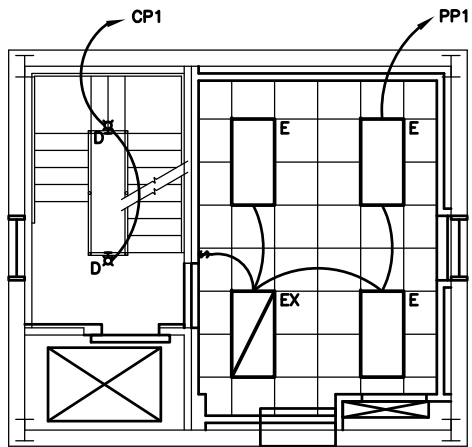
609 FOSTER FIELD DRIVE
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ATCT RENOVATION PROJECT
POWER PLANS
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Design: K.F.
Drawn: R.C.
Checked: H.H.

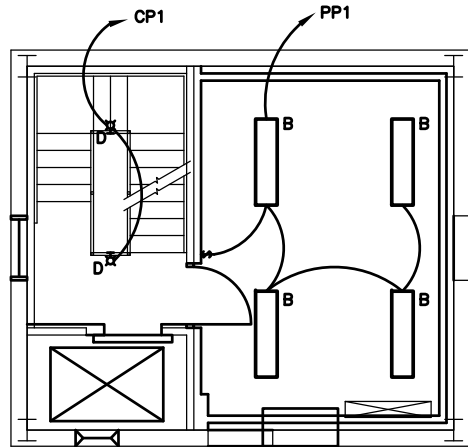


TOWER GROUND LEVEL
SCALE: 1/4"=1'-0"

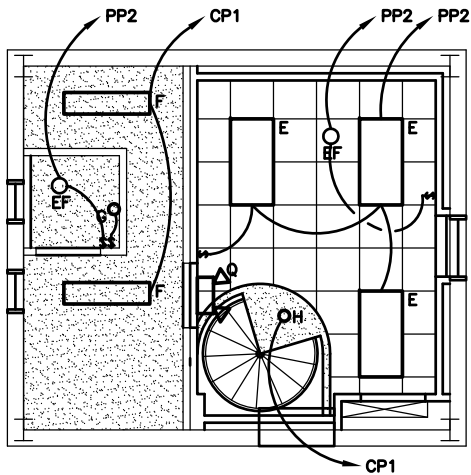
NOTE:
TIE IN ALL EXTERIOR FIXTURES TO PHOTOCELL



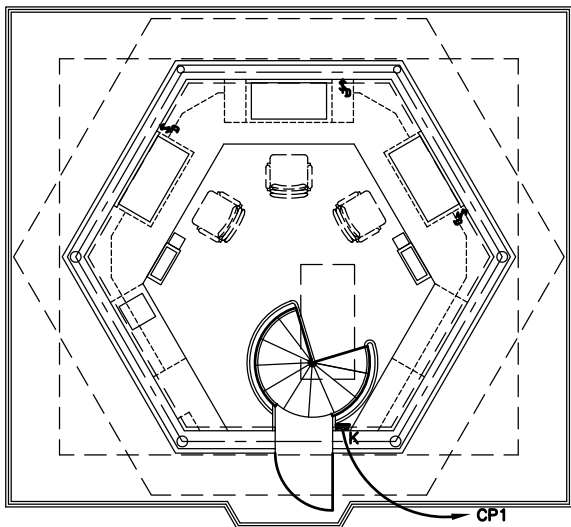
TOWER LEVEL 2 - OFFICE
SCALE: 1/4"=1'-0"



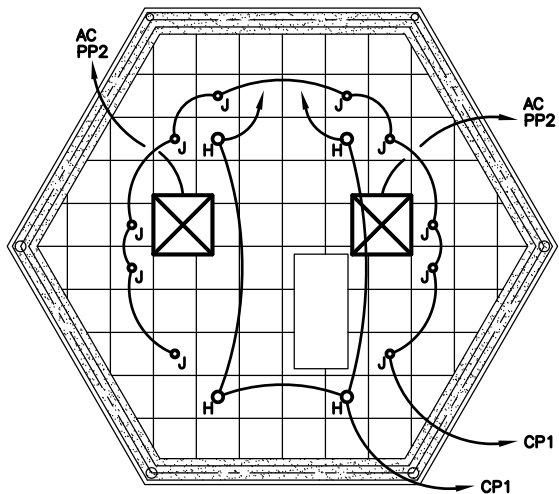
TOWER LEVEL 5 - EQUIPMENT ROOM
SCALE: 1/4"=1'-0"



TOWER LEVEL 6 - BREAK ROOM
SCALE: 1/4"=1'-0"



TOWER CAB LEVEL
SCALE: 1/4"=1'-0"



TOWER CAB LEVEL - CEILING
SCALE: 1/4"=1'-0"

FIG. 6: LIGHTING PLAN - TOWER RENOVATION PROJECT
DATE: 6/18/07
SCALE: 1/4"=1'-0"

No.	Submitted / Revision	By	Date
1	ISSUED FOR BID	K.F.	6/18/07
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UNAUTHORIZED ALTERATION OR ADDITION
TO THIS DOCUMENT IS A VIOLATION OF
THE PROFESSIONAL ENGINEERING ACT

AJT & ASSOCIATES, INC.
8810 ASTOR BLVD. SUITE 200
DALLAS, TEXAS 75241
(214) 343-7900



609 FOSTER FIELD DRIVE
VICTORIA, TEXAS 77904

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CH&A
CLOUGH HARBOUR & ASSOCIATES LLP

Design: K.F. Drawn: R.C. Checked: T.W.

ATCT RENOVATION
PROJECT

LIGHTING PLANS

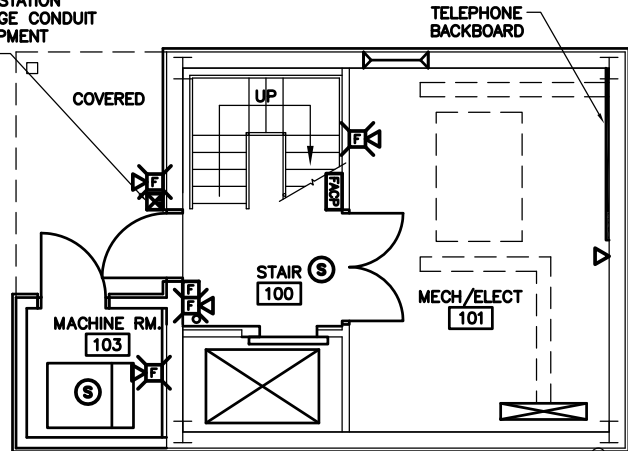
Issue Date: 6/18/07 Project No.: 16514 Scale: AS NOTED

E-202

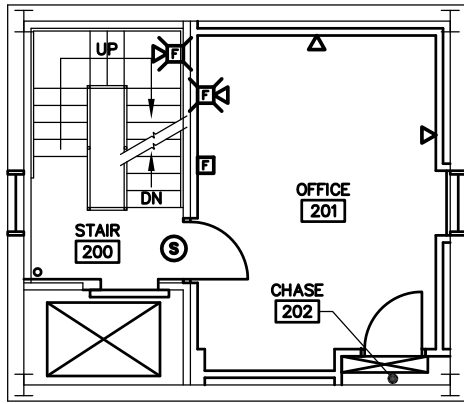
SECURITY ACCESS CONTROL SYSTEM:

AIPHONE KB-3MRD MASTER STATION ON MONITOR STAND IN CAB. KB-DAR COLOR VIDEO DOOR STATION AT DOOR 100 AND DOOR 601. PROVIDE ALL COMPONENTS, CABLE AND POWER SUPPLY FOR COMPLETE FUNCTIONING SYSTEM.

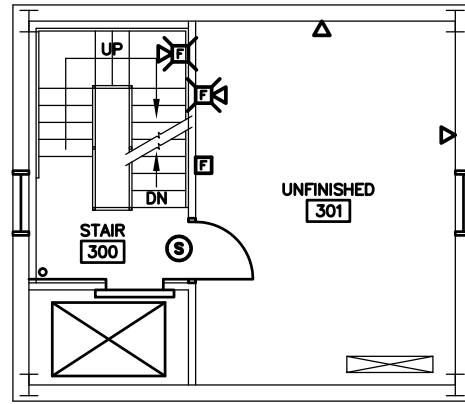
AIPHONE DOOR STATION
RUN LOW VOLTAGE CONDUIT
SIGNAL TO EQUIPMENT
ROOM AND CAB



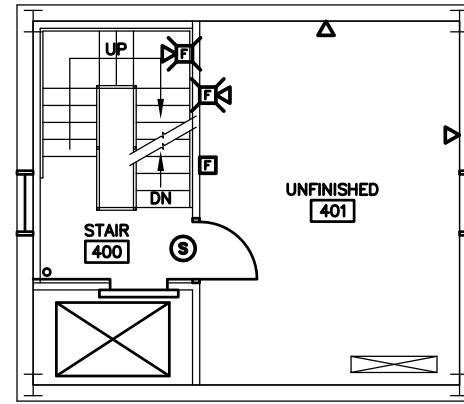
TOWER GROUND LEVEL
SCALE: 1/4"=1'-0"



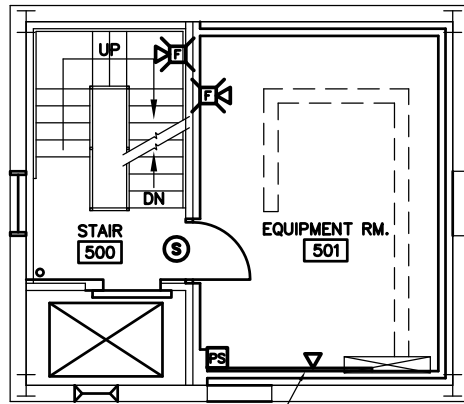
TOWER LEVEL 2 - OFFICE
SCALE: 1/4"=1'-0"



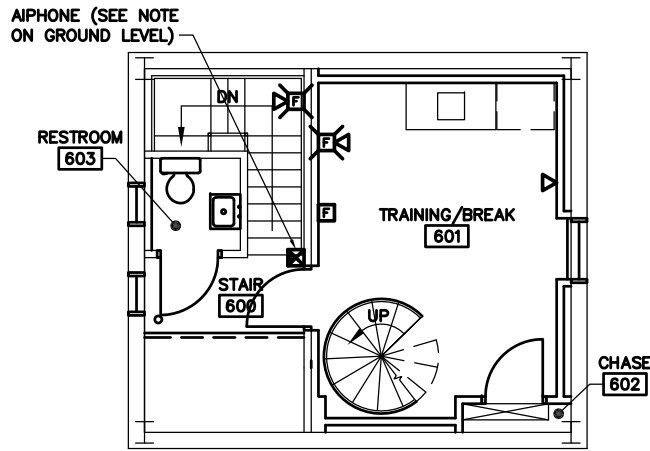
TOWER LEVEL 3 - UNFINISHED
SCALE: 1/4"=1'-0"



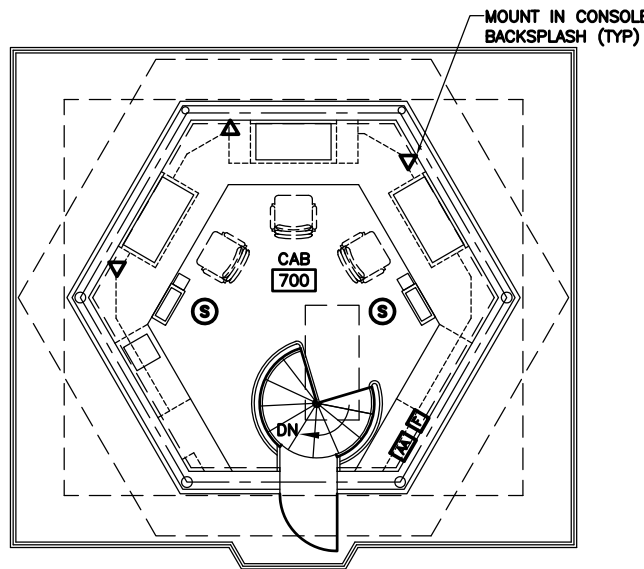
TOWER LEVEL 4 - UNFINISHED
SCALE: 1/4"=1'-0"



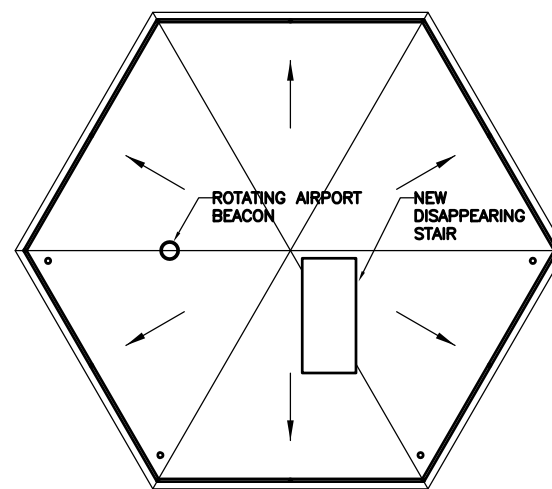
TOWER LEVEL 5 - EQUIPMENT ROOM
SCALE: 1/4"=1'-0"



TOWER LEVEL 6 - BREAK ROOM
SCALE: 1/4"=1'-0"



TOWER CAB LEVEL
SCALE: 1/4"=1'-0"



TOWER ROOF PLAN
SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. FIRE ALARM SYSTEM TO BE DESIGNED, INSTALLED AND BID PER NFPA, STATE AND LOCAL CODES HAVING JURISDICTION.
2. STAIRWELL PRESSURIZATION FAN SHALL BE INTERCONNECTED WITH THE BUILDING FIRE ALARM SYSTEM.
3. ELECTRICAL CONTRACTOR SHALL PROVIDE CONDUIT AND SIGNAL FOR AIPHONE AND DOOR STRIKES.

No.	Revised	By	Date
1	ISSUED FOR BID	K.F.	6/18/07



UNPUBLISHED ALTERNATE OR ADDITION
TO THE PROJECT AS A RESULT OF
CHANGES TO THE PROJECT

AJT & ASSOCIATES, INC.
8810 ASTOR BLVD. SUITE 200
ASTORIA, OR 97103
(503) 325-7000



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CLOUGH HARBOUR & ASSOCIATES LLP
Design: K.F. Drawn: R.C. Checked: H.H.

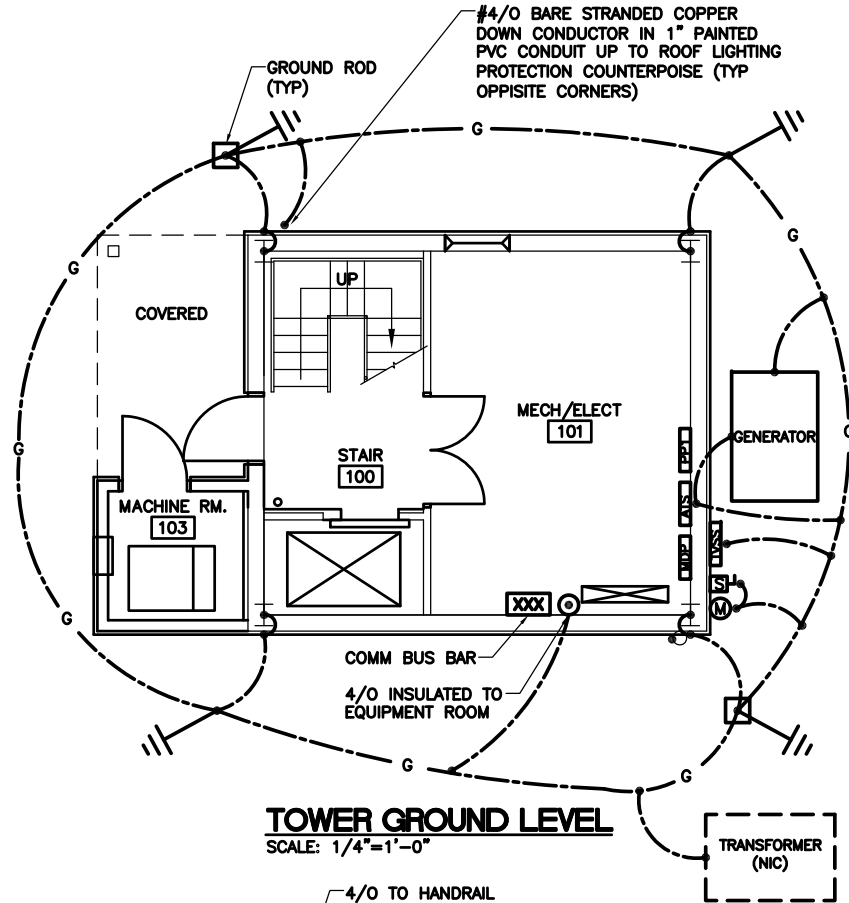
ATCT RENOVATION
PROJECT
TELEPHONE AND
FIRE PROTECTION PLAN
Issue Date: 6/18/07 Project No.: 16514 Scale: AS NOTED

LIGHTNING PROTECTION NOTES:

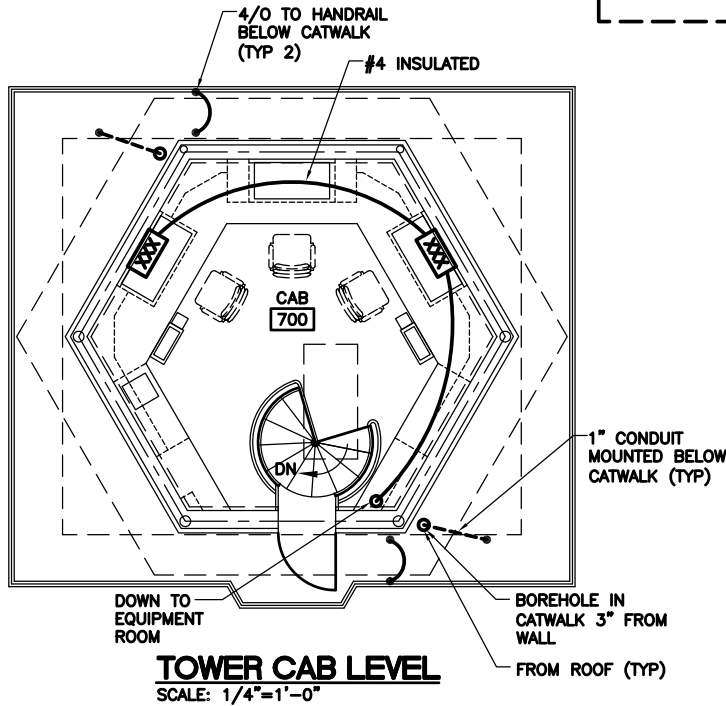
- 1. PROVIDE AND INSTALL LIGHTNING PROTECTION SYSTEM AS SHOWN ON DRAWING. INSTALLATION SHALL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LIGHTNING PROTECTION CODE (NFPA 780).
- 2. ALL AIR TERMINALS ARE CLASS II SOLID COPPER AIR TERMINALS 1/2" DIAMETER, 24" LONG, AND SHALL EXTEND 10" ABOVE THE TALLEST ANTENNA (10 FT).
- 3. NO BEND OF A CONDUCTOR SHALL FORM AN INCLUDED ANGLE OF LESS THAN 90°; NOR SHALL IT HAVE A RADIUS OF BEND LESS THAN 8 IN.
- 4. THE RESISTANCE OF EACH AIR TERMINAL TO THE MAIN CONDUCTOR SHALL BE MEASURED USING A CALIBRATED BOND RESISTANCE METER AND SHALL BE INDIVIDUALLY RECORDED. RESISTANCE SHALL BE LESS THAN 10 MILLIOHMS. CONTRACTOR SHALL PROVIDE WRITTEN TEST RESULTS TO THE CUSTOMER.
- 5. LIGHTNING PROTECTION COUNTERPOISE IS CLASS II BARE STRANDED COPPER, 2/0 AWG MINIMUM.
- 6. DOWN CONDUCTOR SHALL BE BARE COPPER, 4/0 AWG, 19 STRANDS.

GROUNDING NOTES:

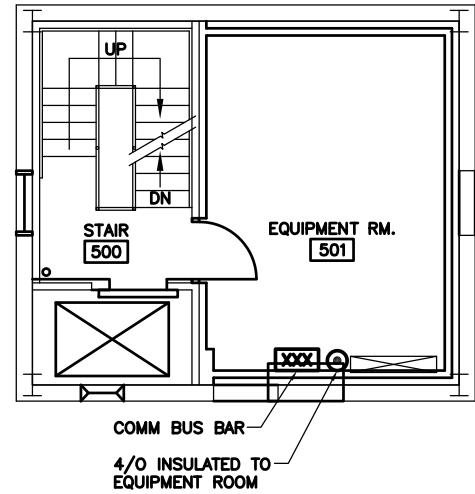
- 1. PROVIDE AND INSTALL GROUNDING SYSTEM AS SHOWN ON DRAWING. ALL CONNECTIONS BETWEEN GROUND COUNTERPOISE, STRUCTURAL STEEL AND GROUND RODS SHALL USE EXOTHERMIC WELDING PROCESS, EXCEPT AT GROUNDING TEST WELLS.
- 2. THE GROUND COUNTERPOISE CABLE SHALL BE #2/0 AWG TINNED. STRANDED SOFT DRAWN BARE COPPER CONDUCTORS.
- 3. THE GROUND COUNTERPOISE CABLE SHALL BE LAID SLACK A MAXIMUM OF 24" FROM THE NEAREST EDGE OF BUILDING FOUNDATION, AND A MINIMUM OF 18" BELOW FINISHED GRADE AND SHALL CONSIST OF A COMPLETE LOOP AROUND THE WHOLE FACILITY.
- 4. GROUND RODS SHALL BE 5/8" DIAMETER, 20 FT. LONG COPPER-CLAD STEEL RODS.
- 5. ALL METALLIC CONDUITS, EQUIPMENT, RACEWAYS, WATER PIPES, AND DUCTS SHALL BE EXOTHERMICALLY BONDED TO THE TOWER GROUND COUNTERPOISE SYSTEM.



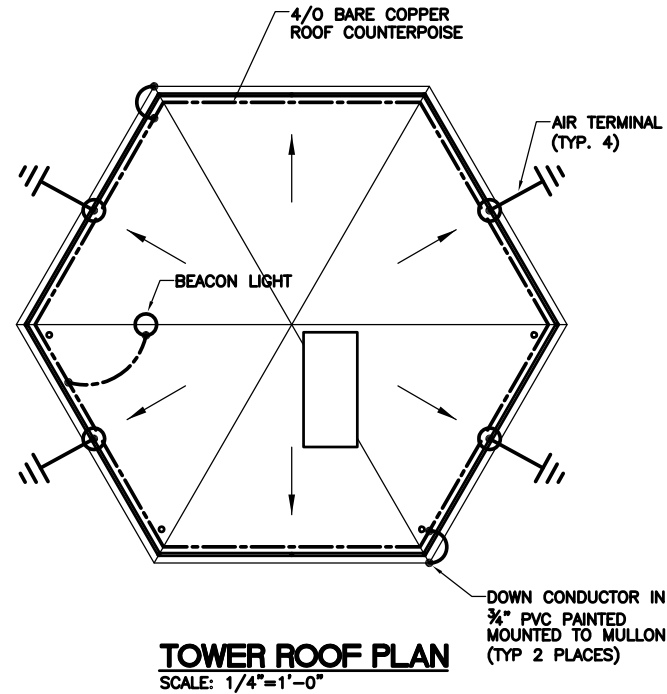
TOWER GROUND LEVEL
SCALE: 1/4"=1'-0"



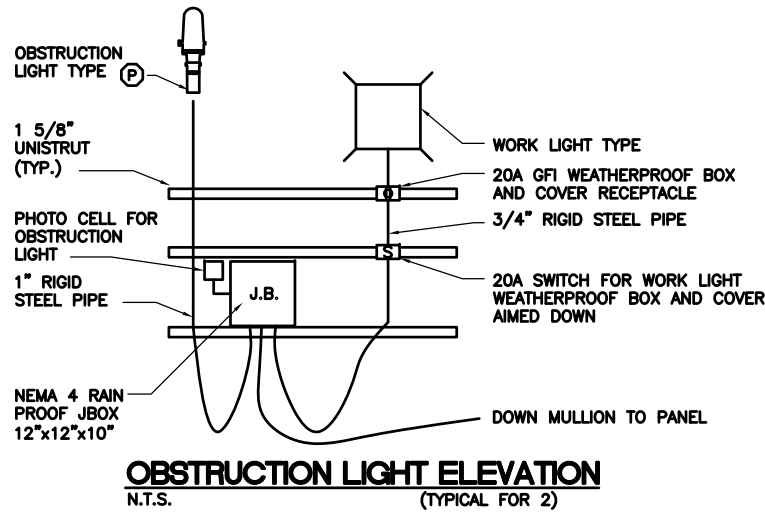
TOWER CAB LEVEL
SCALE: 1/4"=1'-0"



TOWER LEVEL 5 - EQUIPMENT ROOM
SCALE: 1/4"=1'-0"



TOWER ROOF PLAN
SCALE: 1/4"=1'-0"



OBSTRUCTION LIGHT ELEVATION
N.T.S. (TYPICAL FOR 2)

Rev: 6/18/07
Project: ATCT Renovation
Drawing: Grounding and Lightning Protection Plan
Scale: 1/4"=1'-0"

No.	Submitted / Revision	By	Date
1	ISSUED FOR BID	K.F.	6/18/07



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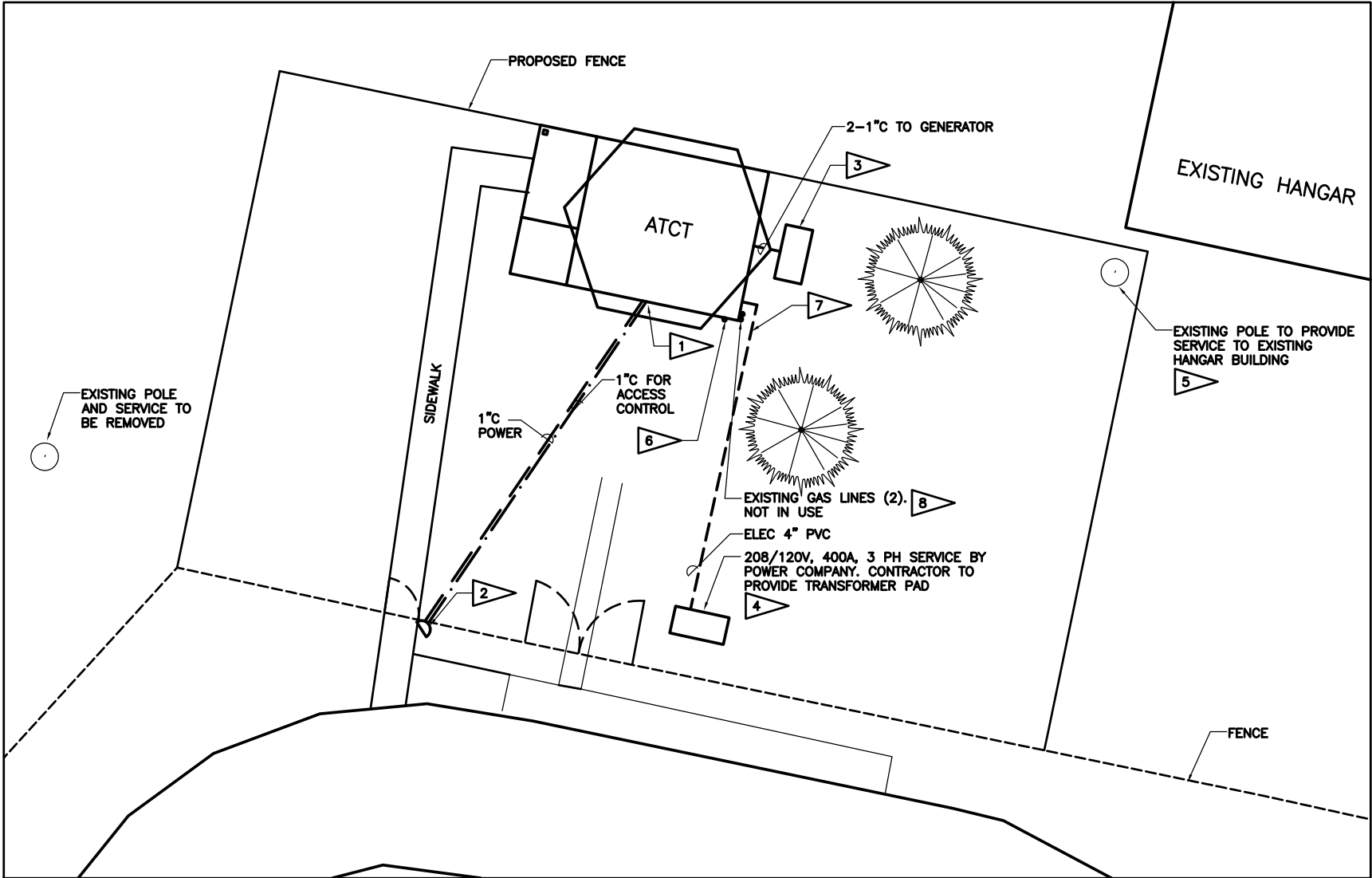
AJT & ASSOCIATES, INC.
8910 ASTOR BLVD. SUITE 100
FORT WORTH, TEXAS 76114
(817) 343-7900



CLWA
CLOUGH HARBOUR & ASSOCIATES LLP
Design: K.F.
Drawn: R.C.
Checked: H.H.

ATCT RENOVATION PROJECT
GROUNDING AND LIGHTNING PROTECTION PLAN
Issue Date: 6/18/07
Project No.: 16514
Scale: AS NOTED

File: C:\Users\user\Documents\ATCT & Hangar\ATCT\ATCT Electrical Service Layout.dwg
Date: 6/18/07 8:14:45 PM Plot: 6/18/07 8:14:45 PM User: Robert G. Williams



ELECTRICAL SERVICE LAYOUT
SCALE: 1"=10'-0"

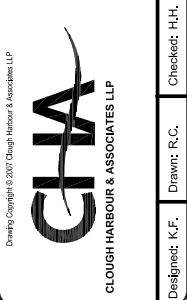
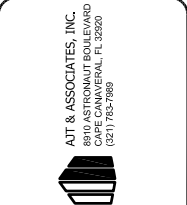
FLAG NOTES:

- 1 TERMINATE CONDUITS IN ELECTRICAL/MECHANICAL ROOM
- 2 GATE FLOODLIGHT - COOPER LUMARK LSV275 DUAL 150W QUARTZ HALOGEN, 120V BRONZE W/ MOTION SENSOR MOUNTED ON POLE NEAR FENCE GATE.
- 3 INSTALL CONCRETE GENERATOR PAD. COORDINATE WITH GENSET SELECTED. FINAL LOCATION TO BE COORDINATED WITH AIRPORT MANAGER.
- 4 CONTRACTOR SHALL COORDINATE TRANSFORMER WITH AEP POWER, PROVIDE CONCRETE TRANSFORMER SLAB, SECONDARY CONDUIT AND CONDUCTOR.
- 5 CONTRACTOR SHALL COORDINATE REQUIREMENT OF MAINTAINING THIS POLE FOR SERVICE TO HANGAR.
- 6 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO ON INSTALLATION OF NEW 50 PAIR PHONE LINE.
- 7 ROUTE ELECTRICAL SERVICE AS REQUIRED TO AVOID GAS LINE.
- 8 INVESTIGATE REUSE OF EXISTING GAS SERVICE FOR GENERATOR.

NOTE:

ELECTRICAL SERVICE:
AEP TEXAS CENTRAL COMPANY
P.O.C. DAMON WILLIAMS
(361) 574-2281

Rev.	By	Date
1	K.F.	6/18/07
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ATCT RENOVATION PROJECT	Project No.: 16514	Issue Date: 6/18/07
ELECTRICAL SERVICE LAYOUT	Scale: AS NOTED	

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Appendix B Existing Tower Photographs



Figure 1 Supervisor Position



Figure 2 Primary Tower Position



Figure 3 Ground Position





Figure 6 Typical Portion of Roof



Figure 11 Radio and Switch Racks



Figure 12 Existing Racks Rear View and Cable Trays



Figure 14 Backer Board



Figure 13 Existing Recorder Station



Figure 16 Existing Wind Tower



Figure 17 Wind Tower Instrument Box

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Appendix C FAA Minimum Equipment List

Appendix A. FAA Contract Tower Minimum Equipment And Facilities List

The FAA Contract Tower (FCT) Minimum Equipment and Facilities List (MEL) identifies those items that are required for any “new start” or existing non-Federal tower seeking acceptance into the FCT program. Furthermore, the MEL applies to any new control tower that will replace an existing tower (replacement tower) that is already a participant in the FCT program. All FCTs are expected to be fully compliant with this MEL. Existing towers that are already participants in the FCT program and do not meet the requirements of this MEL must develop an action plan that addresses and resolves the deficiencies within 5 years. For those locations that do not have the structural capacity to meet the infrastructure requirements, a waiver request must be submitted.

Exclusion of any piece of equipment from the FCT MEL should not be considered as justification for removal, decommissioning, or failure to maintain/replace existing equipment. Installation or removal/decommissioning of equipment which interfaces with the National Airspace System requires a Safety Management System (SMS) review. Additional equipment may be required based upon actual or anticipated operations. All items on this list must be calibrated properly and maintained in good working condition.

1. Communications Equipment.

a. Voice switch communication equipment, with direct access line to controlling instrument flight rules facility, capable of radio and telephone ATC communication. This must include the capability of headset use and instructor/student override capabilities.

b. One headset per controller and one handset per position with appropriate spares.

c. Very High Frequency (VHF) radios, as required, to support level of traffic; i.e., Local Control, Ground Control, Automatic Terminal Information Service, Clearance Delivery, and Emergency; one transmitter and one receiver for each frequency. Handheld radios are not authorized as primary units.

d. Tunable emergency transceiver with backup power supply (to provide backup VHF communication).

e. A multi-channel, multi-line digital voice recorder system with a remote alarm, for continuous unattended recording of each position used for receiving/transmitting ATC clearances and ATIS. It must meet the requirements of FAA Orders JO 7210.3 and JO 8020.16.

f. An administrative telephone line with long distance capability and handsets in the operating and administrative quarters. To support a single person on duty, contingency plan and emergency operations, the administrative line must be available in both the office and tower cab environment.

g. Telecommunication requirements to sustain high speed internet communication, to include the following:

- 1) FTI Mission Support connection and Router;

2) Local Area Network consisting of a network switch, an Uninterruptible Power Supply (UPS), a rack with patch panel, and network cabling to the wall jacks.

Note: Requires reimbursable agreement with FAA.

h. Alert system to notify airport emergency equipment operator.

i. Automatic Terminal Information Service (ATIS), (for towers with 50,000 or more annual operations).

j. ASOS Automatic Terminal Information Service (ATIS) Interface Unit (AAIU).

Note: Facilities equipped with an ATIS and an automated weather system with broadcast capability must be equipped with an FAA-approved interface switch which inhibits the automated system from broadcasting the weather while the FCT is open.

2. Weather Equipment.

a. Manual Limited Aviation Weather Reporting Stations (LAWRS) stations must possess the following primary weather reporting equipment in accordance with FAA Order JO 7900.5, JO 7210.3, and JO 7230.8:

1) Wind Measuring Equipment (Speed and Azimuth), must be visible from each operational position.

2) Altimeter (in accordance with FAA JO 7210.3 paragraph 2-10-3), must be visible from each operational position.

3) Temperature

4) Dew Point

b. Automated LAWRS stations must possess the following equipment to provide augmentation/backup of the automated weather system with SPECI capability in accordance with FAA Order JO 7900.5, JO 7210.3 and JO 7230.8:

1) Operator Interface Device (OID) located in the tower cab.

2) Wind Measuring Equipment (Speed and Azimuth), independent of the automated weather system, must be visible from each operational position.

3) Altimeter, independent of the automated weather system, must be visible from each operational position.

4) Temperature Equipment, independent of the automated weather system.

5) Dew Point Equipment, independent of the automated weather system.

3. Operations Floor Equipment:

- a. Two pair of operable binoculars (7x50 or greater).
- b. Signal Light Gun with a back-up power source.
- c. At least one digital 24-hour time source with hours-minutes-seconds display visible from operating positions.
- d. Manual or automated traffic counting device.
- e. Controller Chairs – safety issues within the controllers’ work area require:
 - 1) Chairs must be Electro Static Discharge (ESD) compliant.
 - 2) Chairs must meet the high intensity use 24/7 standard.
 - 3) Chairs must have fully adjustable mechanisms that are easy and safe to manipulate.

4. Non-Operations Equipment. Appropriate non-operational space, furniture, and equipment must be provided, including:

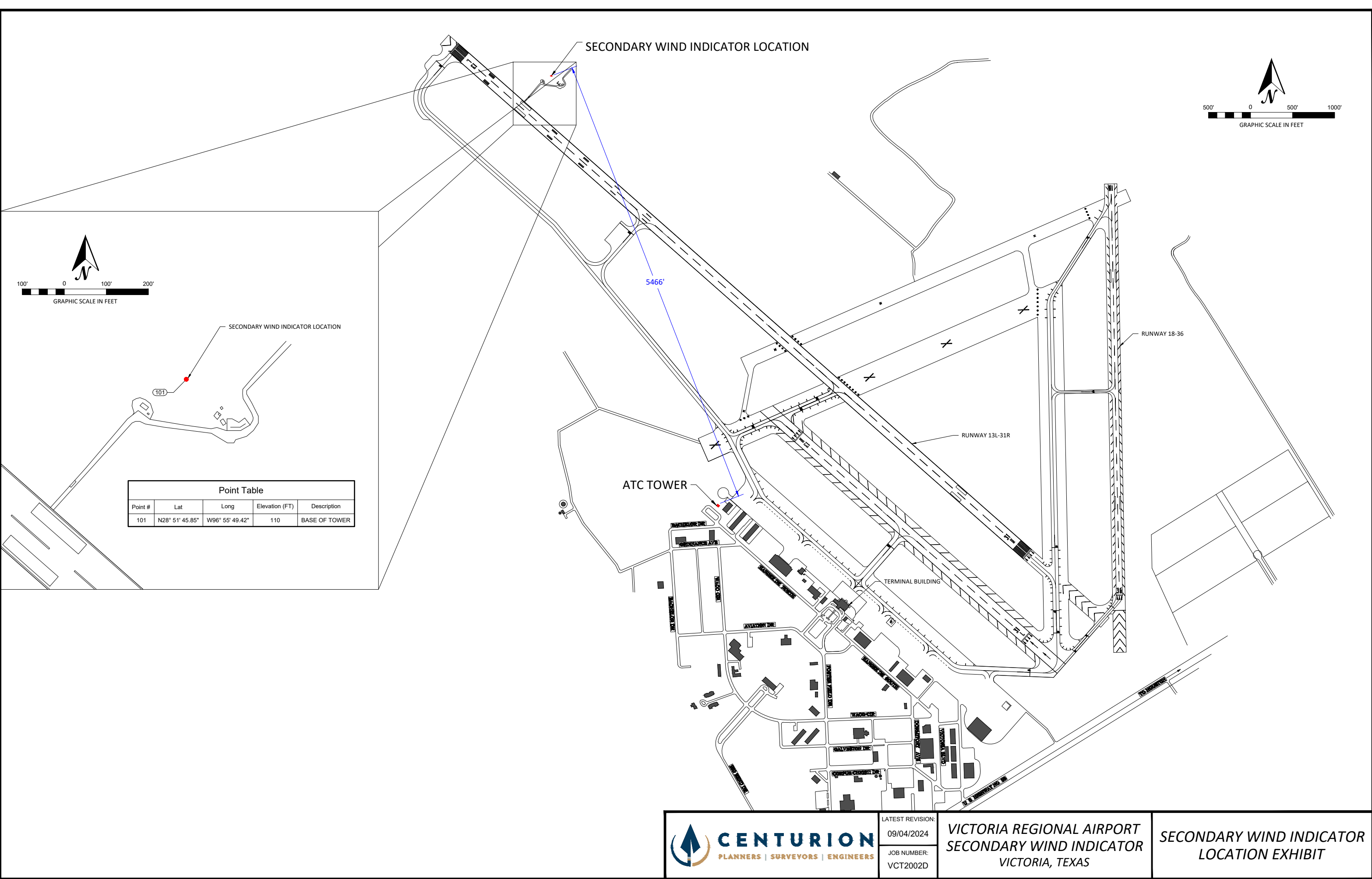
- a. Lockable Air Traffic Manager’s office with a locking file cabinet.
- b. Training/break room with appropriate desk, chairs, and table.
- c. Refrigerator.
- d. Microwave.
- e. Dish Sink.

5. Building Equipment/Specifications.

- a. Generator for any ATCT with an elevator.
- b. Airport lighting controls located in the tower cab, including on/off switch for rotating beacon.
- c. FAA-approved window shades for all tower cab windows. (Must not have any imperfections that would obstruct vision.)
- d. Position lighting with rheostat control for each operating position and tower cab administrative area.
- e. Restroom one floor below the tower cab.
- f. Floor covering must be ESD resistant.

Note: Other floor grounding apparatus may be necessary depending upon specifications of the electronic equipment installed.

Appendix D Airport Diagram



Point Table				
Point #	Lat	Long	Elevation (FT)	Description
101	N28° 51' 45.85"	W96° 55' 49.42"	110	BASE OF TOWER



LATEST REVISION:
09/04/2024
JOB NUMBER:
VCT2002D

VICTORIA REGIONAL AIRPORT
SECONDARY WIND INDICATOR
VICTORIA, TEXAS

SECONDARY WIND INDICATOR
LOCATION EXHIBIT

ATTACHMENT C – 020000 FAA GENERAL PROVISIONS

GENERAL PROVISIONS
SECTION 10 DEFINITION OF TERMS

When 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 defined as follows:

Paragraph Number	Term	Definition
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	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; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	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.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	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.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	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 work within the scope of the contract and necessary to complete the project.

Paragraph Number	Term	Definition
10-16	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	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.
10-19	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.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-23	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.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	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 Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.

Paragraph Number	Term	Definition
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>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 and/or Resident Project Representative (RPR) 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 and/or RPR, subject in each case to the final determination of the Owner.</p> <p>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.</p>
10-33	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.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	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.
10-37	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. The Owner for this project is the County of Victoria.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own 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.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	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. Plans may also be referred to as 'contract drawings.'

Paragraph Number	Term	Definition
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	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.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	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.
10-55	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.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-64	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.

Paragraph Number	Term	Definition
10-65	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

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS**20-01 Advertisement (Notice to Bidders).** *See Page 010000-1*

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. 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 their 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 they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is optional on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. *See the Advertisement for Bids for additional information.*

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is 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 provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, 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 to the character, quality, and quantities of work to be performed, materials to be furnished, and 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 to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. *If so requested*, the bidder shall state the price (written in ink or typed) both in words and numerals which they propose 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 correctly sign the proposal in ink. If the proposal is made by an individual, their 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 where 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 their 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 Owner's invitation for bid. It is the Owner'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 2 CFR § 200.318(h). 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.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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 bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, 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 paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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 bid 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 Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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 ~~[] calendar days of the date specified for publicly opening proposals~~ *the time referenced in the Advertisement and the Proposal*, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

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 paragraph 30-07 *Approval of Contract*.

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 paragraph 30-01, *Consideration of Proposals*. 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 paragraph 30-05, *Requirements of Contract Bonds*.

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 paragraph 30-05, *Requirements of Contract Bonds*, of this section, within *the time specified in the proposal*. ~~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 period specified in paragraph 30-06, *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 liquidated 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 the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. 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.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. 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 Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for 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 RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. 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 Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

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. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

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 their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. 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 Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their 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 in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of 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 the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions 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.

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 Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, 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 embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR 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 RPR; 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 RPR's approval in advance of such use.

Should the RPR 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 their 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 RPR 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 their own 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 the property Owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to 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 RPR 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 their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR 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. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR 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 RPR's written orders.

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 RPR'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 RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR 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. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. 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 RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. *See Special Provisions (Page SP-1)*

50-05 Cooperation of Contractor. The Contractor shall be supplied with three hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard 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 RPR and their 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 their 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 RPR or their authorized representative.

~~**50-06 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 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 their own contract and shall protect and hold 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 their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.~~

~~**50-07 Construction layout and stakes.** The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.~~

~~Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.~~

~~Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): Autocad (.dwg) and .PDF.~~

~~Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. 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.~~

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation,

fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their 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 RPR 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 RPR 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 RPR 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.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

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 RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

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 Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, 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 RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against 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, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.~~

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 paragraph 50-12, *Maintenance during Construction*, the RPR 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 RPR'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 recovered as a liquidated damage against 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 RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR 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 RPR 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 RPR 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 RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. 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 RPR 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 RPR in writing of their 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 RPR 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 RPR 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 RPR 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.

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 documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. 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 meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR 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 RPR, shall be removed at the Contractor's expense.

~~Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner 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.~~

~~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. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. 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 RPR.~~

~~A copy of all Contractor QC test data shall be provided to the RPR 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 RPR 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/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC 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. The COA is the manufacturer's COC and includes all applicable test results.

~~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 RPR.~~

~~When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," 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.~~

~~The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.~~

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

60-04 Plant inspection. The RPR or their 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 RPR conduct plant inspections, the following conditions shall exist:

~~a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.~~

~~b. The RPR 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 RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location 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 RPR 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/ Resident Project Representative (RPR) field office. *See Section C-105.* ~~—The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.—~~

60-06 Storage of materials. Materials shall be stored 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 RPR. 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 and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. 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 RPR 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 their 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 RPR.

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 RPR 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

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 their 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) must be shown on the plans. 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 RPR.

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 RPR, 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 Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States 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's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their 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 their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right

to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) GC-101 through GC-501 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

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/RPR 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 their 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 hold harmless the Engineer/RPR and the Owner and their officers, agents, 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 their own 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, their own 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. If it is 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 must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

~~Detailed phasing information is provided in the Construction Safety and Phasing Plan.~~

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, 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 their expense.

The Contractor shall make their 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.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, 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 their own 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 paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, 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/or in the contract documents.

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 their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

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 RPR.

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 RPR 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 RPR 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 their own surety.

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, RPR, their 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 their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their 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, asphalts, 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 their 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 RPR. The RPR 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 Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.~~

70-21 Insurance Requirements. See Special Provisions.

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 Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **50** percent of the total contract cost.

Should the Contractor elect to assign their 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.

If requested, the Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 72 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations 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 coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work *and in advance of the preconstruction meeting*. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. 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 RPR'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 RPR at least 24 hours in advance of resuming operations.

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule *at the weekly construction progress meetings* ~~on a 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.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their 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 their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not

close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

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; and 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 satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) ~~and as listed below~~, 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~~:

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. 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 SPCD 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 SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

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 RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR 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 not cause injury to previously completed work, adjacent property, or existing airport facilities due to 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 otherwise authorized by the RPR. 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 RPR 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 RPR 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 RPR 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 paragraph.

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 the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time 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 written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR 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 or for any other delay provided for in the contract, plans, or specifications.

If it becomes 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 days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

80-07.1 Contract time based on calendar days. 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.

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 paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own 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.

Construction time shall be as included in the Proposal and 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 their 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 Owner consider the Contractor in default of the contract for any reason above, the Owner 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 RPR 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 RPR 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 RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their 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 RPR 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 work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

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 RPR.~~

~~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.~~

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.

~~When requested by the Contractor and approved by the RPR 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 RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.~~

MEASUREMENT AND PAYMENT TERMS

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 Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

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 Section 40, paragraph 40-02, *Alteration of Work and Quantities*, 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 their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR 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 RPR 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 RPR'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 RPR'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 RPR'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 Section 40, paragraph 40-04, *Extra Work*, 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 RPR, 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 paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. 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. Contractor must provide the Owner evidence of prompt and full payment of retainage held by 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.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR 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 RPR 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 paragraph 90-09, *Acceptance and Final Payment*.

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 RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR 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 stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material 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 their 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 paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 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 Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually

performed. The Contractor shall approve the RPR's final estimate or advise the RPR 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 RPR 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 RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR'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 Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, 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 Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, 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 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, except as noted. 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.

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 the Contractor's failure to conform to contract requirements; or 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 Contractor Final Project Documentation. 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 RPR 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 Section 40, paragraph 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.

END OF SECTION 90

ATTACHMENT D – 030000 SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-01 CIVIL RIGHTS - GENERAL

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.

A-02 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

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. **Non-discrimination:** 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.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A-04 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

A-05 SEISMIC SAFETY

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A-06 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, 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.

A-07 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 FAA has issued a waiver for the product; the product is listed as an Excepted Article,

Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy American certification included in the contract documents 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.

See Section 010470 "Bidder Certifications" for Contractor Buy American Certification.

A-08 DISADVANTAGED BUSINESS ENTERPRISE

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 Department of Transportation-assisted contracts. 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 Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

A-09 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

A-10 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

A-11 TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A-12 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A-13 TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A-14 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A-15 DAVIS-BACON REQUIREMENTS

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29

CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)
 - (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly

transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (ii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (iii) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with the Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A-16 DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A-17 AFFIRMATIVE ACTION REQUIREMENT

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: 3.3%

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 **Texas, Victoria County.**

A-18 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing

such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan

does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the

contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor

shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example,

even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A-19 PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or

single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

A-20 TERMINATION OF CONTRACT

Termination for Convenience:

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default:

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

A-21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A-22 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT:

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT:

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

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

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

A-23 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A-24 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A-25 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor 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 written notice that describes the nature of the breach and corrective actions the contractor 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 must correct the breach. Owner may proceed with termination of the contract if the contractor fails to correct the breach by 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.

A-26 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

SECTION B – STATE TERMS AND CONDITIONS

B-01 GENERAL

The intent of this section is to outline the requirements set forth by the State of Texas; however, this section does not claim to include all State laws. All requirements set for by the State of Texas for bidding and construction shall be included by reference herein. If for any reason that the Federal and/or State requirements conflict with the requirements set forth in this contract, the more stringent of the requirements shall govern.

B-02 BIDDING

Reference Texas OCCUPATIONS CODE, TITLE 8. REGULATION OF ENVIRONMENTAL AND INDUSTRIAL TRADES to determine requirements for licensure for this project.

B-03 BONDING

Bonding shall be executed pursuant to the terms of Texas Code Annotated §§ 18-44-501 et. Seq., as amended.

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SECTION C – LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

Owner and AJT Engineering, Inc. shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$1,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.4 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.5 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

C-01.6 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.7 Waiver of Subrogation: Contractor waives all rights against the Owner and AJT Engineering, Inc. and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.8 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.9 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for obtaining Owner's and Engineer's Protective Liability insurance for the Owner and AJT Engineering, Inc. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

AJT Engineering, Inc.:
Peter Deeks, President
1970 Michigan Ave. Bldg E
Cocoa, FL 32922
peted@ajteng.com

C-01.10 Sample Certificate of Liability Insurance:

ACORD CERTIFICATE OF LIABILITY INSURANCE				Must be dated	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Agency name and address		Agency contact, phone number and email			
Name insured on the policies		Carrier name (AM Best Rating)			
		INSURER A			
		INSURER B			
		INSURER C			
		INSURER D			
		INSURER E			
COVERAGE					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR (ACORD 101) USED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> UDC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS / COMPOUND \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACCIDENT \$ AUTO ONLY AGG \$
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	If needed to meet the required underlying General Liability limit			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/DIRECTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> W/ STATE-TUNY LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: Owner and AJT Engineering, Inc. (AJT) shall be included as an Additional Insured by endorsement CO2010 (11-85) on the General Liability and CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be primary and non-contributory with respect to other insurance or self-insurance programs afforded to the Owner and AJT. Waiver of Subrogation applies in favor of the Owner and AJT on all policies. 60-day notice shall be provided to the Owner and AJT in the event of cancellation, non-renewal and/or impairment of the Contractor's policies.					
CERTIFICATE HOLDER			CANCELLATION		
Owner and AJT Engineering, Inc.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		

C-02 UTILITIES

All work in this contract shall be in accordance with the Texas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines, structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-03 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

C-04 CLEAN UP

From time to time, the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

C-05 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-06 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time. The Contractor agrees that time is a critical element for this Contract. Loss will accrue to the Owner due to delayed completion of the work; and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened.

Project Completion: The Contractor agrees that for each day of delay beyond the total number of calendar days herein agreed upon for the completion of the work herein specified and contracted for, the Owner may withhold, permanently, from the Contractor's total compensation, the sum of Five Hundred Dollars (\$500.00) as stipulated damages for each day of such delay.

Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed", or the date work commences, whichever occurs first; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
2. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
 - a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 - b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may

recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-07 CARE OF WORK

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, equipment, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner and Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-08 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in these specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

C-09 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-10 EMPLOYMENT HISTORY

If requested by the Owner, the Contractor shall provide background information concerning the ten (10) year employment history of all its employees or affiliated personnel who will be involved with the work inside the security fence. Based upon background information on an employee, the Owner reserves the right to restrict

access of an employee of the Contractor from working inside the security fence for any reasons of airport security.

C-11 AIRFIELD PAVEMENT CROSSINGS

~~The Contractor may be permitted to haul across airfield pavement, provided the following requirements are met:~~

- ~~1. The airfield pavement shall be closed at the time that active hauling is taking place, unless approved by the Engineer.~~
- ~~2. The Contractor shall provide thirty (30) days advance written notice to the Owner for any requested closure. All closings shall be subject to the approval of the Owner. The exact times of closings shall be given to the Engineer at least 72 hours prior to the closing. The Owner will then issue the necessary NOTAMs.~~
- ~~3. Truck traffic shall be limited to "on road" DOT Class 8 tri-axle trucks GVWR 80,000 lbs or less only. Overweight trucks or vehicles shall not cross the airfield pavement, and shall instead utilize alternate access routes.~~
- ~~4. Closed markers, barricades, and steel plates with bedding shall be placed in the locations shown on the plans and to the satisfaction of the Owner and Engineer. Edge lights or signs for the closed portion of the airfield pavement shall be de-energized and/or suitably covered. All closure related items shall be inspected daily by the Contractor and serviced as necessary.~~
- ~~5. The airfield pavement shall be maintained and kept free of FOD at all times.~~

C-12 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-13 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there, which shall appear within a period of 24 months from the date of final acceptance of the work. The Contractor will be responsible for all costs associated with construction observation and oversight for the repair work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there, which shall appear within a period of 24 months from the date of the acceptance of the repair work.

C-14 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-15 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (*.PDF) format and shall be legible when printed.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file or hard cover bound book, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall be responsible for payment of any subsequent submittal reviews beyond the second iteration of a specific item as indicated by the construction submittal log. In this event, the Owner's representative shall conduct the submittal review and payment for the submittal review shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional submittal reviews at the Owner's contract rate of \$175 per hour.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

C-16 WAGE RATES

The Davis Bacon minimum wage rates for this project are as follows:

Superseded General Decision Number: TX20200855

State: Texas

Construction Type: Heavy Tunnel

Counties: Bell, Bexar, Bowie, Brazoria, Brazos, Cameron, Collin, Comal, Coryell, Dallas, Denton, Ector, El Paso, Ellis, Fort Bend, Galveston, Grayson, Gregg, Guadalupe, Hardin, Harris, Harrison, Hays, Hidalgo, Jefferson, Johnson, Kaufman, Liberty, Lubbock, McLennan, Midland, Montgomery, Nueces, Orange, Parker, Potter, Randall, Rockwall, San Patricio, Smith, Tarrant, Taylor, Tom Green, Travis, Victoria, Waller, Webb, Wichita and Williamson Counties in Texas.

TUNNEL CONSTRUCTION PROJECTS (BORED, 48" IN DIAMETER OR MORE)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

* SUTX1992-010 01/15/1992

	Rates	Fringes
CARPENTER (Including Form Setting - Wood Forms ONLY).....	\$ 10.67	.92
ELECTRICIAN.....	\$ 12.21	.92
IRONWORKER, REINFORCING (Shaft Collar & Surface ONLY)....	\$ 12.03	4.09
Laborers:		
Miner.....	\$ 11.77	1.28
Surface.....	\$ 7.53	
Tunnel.....	\$ 9.24	
MECHANIC (Maintenance and repair on trucks and power equipment).....	\$ 11.77	.92
Oiler (Services trucks and power equipment).....	\$ 9.69	1.50
Power equipment operators:		
Backhoe Operator (1 1/2 CY or more).....	\$ 11.40	1.50
Backhoe Operator (Less than 1 1/2 CY).....	\$ 10.68	
Bulldozer.....	\$ 13.00	
Crane (1 1/2 CY or more)....	\$ 12.82	1.50
Crane (Less than 1 1/2 CY)..<	\$ 11.89	
Front End Loader (2 1/2 CY or more).....	\$ 12.17	
Front End Loader (Less		

than 2 1/2 CY).....\$ 10.16
Locomotive Operator.....\$ 9.00 1.50
Road Head Operator.....\$ 14.12 1.21
Tunnel/Boring Machine
Operator.....\$ 13.61

Truck drivers:
Semi.....\$ 7.25 1.05
Single Axle, Light.....\$ 7.55

WELDER.....\$ 11.58

LABORER CLASSIFICATIONS

SURFACE - Air Tool Operator (Surface Only), Batch Plant
Laborer, Changehouseman, Dumpman (Outside, Tool Man).

TUNNEL - Air Tool Operator (Tunnel Only), Bull Gang
(Muckers/Trackmen), Cabletender, Concrete Crew
(Rodders/Spreaders), Concrete Finisher in Tunnel, Concrete
Screed Man, Conveyor Operator, Headerman, High Pressure
Nozzlemaster, Hoist Operator, Jumbo Man, Loading/Unloading
Agitator Cars, Nipper, Nozzlemaster-Slice Line, Pot Tender,
Primer Man, Reboundman, Shaft/Raise Work (Below Ground),
Shotcrete Man, Slusher Operator, Steel Form
Raisers/Setters, (metal forms only) Swamper
(Brakeman/Switchman), Timberman, Troweling/Grout Machine
Operator, Tugger, Vibratorman, Jack Hammer, Pneumatic Tools
(Except Driller), Vibratorman, Pavement Breakers.

MINER - Drill Doctor, Bit Sharpener, Bit Grinder, Rebar
(Tunnel Only), Jack Leg Miner, Shaft Drill Operator

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAWG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAWG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAWG-OH-0010 08/29/2014. UAWG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAWG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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END OF SPECIAL PROVISIONS

C-17 CERTIFICATE OF SUBSTANTIAL COMPLETION

The following information shall be submitted by the Contractor when the construction is substantially complete.

Project: Upgrade Communications and Weather Equipment at the Airport Traffic Control Tower

Owner: County of Victoria, Victoria, Texas

Location: Victoria Regional Airport

Contract Date: _____ Substantial Completion Amount \$ _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents and approved Changes Orders for the project completed by _____ (Contractor) for the County of Victoria, Victoria, Texas, (Owner).

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____ (Date).

A tentative list of items to be completed or corrected is attached hereto. This list may not be inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within _____ () calendar days of the above Date of Substantial Completion.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER: _____

By: _____ Date: _____

Accepted by CONTRACTOR: _____

By: _____ Date: _____

Accepted by OWNER: _____

By: _____ Date: _____

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C-18 WARRANTY OF CONSTRUCTION

The following information shall be submitted by the Contractor prior to final payment.

Project: Upgrade Communications and Weather Equipment at the Airport Traffic Control Tower
Owner: County of Victoria, Victoria, Texas,
Location: Victoria Regional Airport

_____(Contractor, Address) hereby guarantees that all labor and material furnished and work performed under the above Contract are in accordance with the contract drawings and specifications and authorized alterations and additions thereto, and that all of the work under the Contract is free from faulty materials and improper workmanship, and guaranteed against injury from proper and usual wear, and agreeing (and we do hereby so agree) that should any defect develop during the contract guarantee period, as hereinafter defined, due to improper materials, workmanship or arrangement, we will, upon written notice, replace or re-execute such defective work, together with any other work affected in making good such defects, at the convenience of, and without expense to the Owner.

The Contractor further warrants that all manufacturer's or other warranties on all materials and equipment furnished by Contractor shall run directly to or be specifically assigned to Owner on demand. The Contractor warrants that the installation of any and all materials and equipment shall be in strict accordance with manufacturer's requirements. In the event Owner seeks to enforce a claim based upon a manufacturer's warranty and should such manufacturer then fail to honor its warranty based, in whole or in part, on a claim of defective installation, Owner shall be entitled to enforce said warranty against Contractor in accordance with the terms of said warranty, except that a claim of defective installation shall not be a defense to any such warranty claim by Owner against Contractor.

The contract guarantee period shall be a period of two years from final acceptance, except in the cases of manufacturer's or other required extended warranties that extend for periods greater than the two years from final acceptance, whereby the contract guarantee period shall extend to match for items that are so warranted.

Contractor

Subscribed and sworn before me in the State (or Commonwealth) of _____,
this _____ day of _____, 202__.

Notary Public

My Commission Expires

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C-19 CERTIFICATE OF FINAL ACCEPTANCE

The following information shall be submitted by the Contractor prior to final payment.

Project: Upgrade Communications and Weather Equipment at the Airport Traffic Control Tower
Owner: County of Victoria, Victoria, Texas,
Location: Victoria Regional Airport

Contract Date: _____ Contract Amount: \$ _____

Final Construction Cost: \$ _____

This Certificate of Final Acceptance applies to all Work under the Contract Documents and approved Change

Orders for the project completed by _____ (Contractor)
for the County of Victoria, Victoria, Texas, (Owner).

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby accepted as complete on _____ (Date).

The following documents and information are attached to and made a part of this Certificate:

1. Warranty of Construction
2. Lien and Claims Release

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER: _____

By: _____ Date: _____

Accepted by CONTRACTOR: _____

By: _____ Date: _____

Accepted by OWNER: _____

By: _____ Date: _____

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C-20 LIEN & CLAIMS RELEASE

The following information shall be submitted by the Contractor prior to final payment.

Project: Upgrade Communications and Weather Equipment at the Airport Traffic Control Tower
Owner: County of Victoria, Victoria, Texas,
Location: Victoria Regional Airport

_____(Contractor, Address) hereby certifies that the work for the above project has been completed in accordance with the Contract Documents, and that all previous progress payments received from the Owner on account of work performed under the Contract referred to has been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the work covered by prior requisitions for payment under said Contract and that all materials and equipment covered by the final requisition for payment are free and clear of all liens, claims, security interests and encumbrances. All persons, firms and partnerships who have furnished labor and/or material to date on said project have been paid.

Contractor

Subscribed and sworn before me in the State (or Commonwealth) of _____,

this _____ day of _____, 202_.

Notary Public

My Commission Expires

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C-21 CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name: _____

Address: _____

TO: Owner's Name: _____

Address: _____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the

_____ project have been fully satisfied.

Contractor's Signature: _____

Title: _____

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

Notary Public

My Commission Expires:

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated: _____

Surety Company: _____

By: _____
Resident Agent, State of Texas

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