

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

228



FROM: Economic Development Agency

SUBMITTAL DATE:
September 16, 2010

SUBJECT: Hemet-Ryan Airport Runway Apron Rehabilitation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the bid documents for the Apron Rehabilitation Project; and
2. Authorize the Clerk of the Board to advertise for bids for the Hemet-Ryan Airport Runway Apron Rehabilitation Project.

BACKGROUND: The purpose of the project is to rehabilitate the existing apron and taxiway at the Hemet-Ryan Airport. This project is consistent with the airport's master plan. Specific improvements will include applying an asphalt rejuvenating seal to tie-down and apron areas, and reapplying airfield markings to keep current within the general aviation facilities guidelines. The Federal Aviation Administration (FAA) will review and approve the contract documents. The project will be funded with FAA Airport Improvement Program (AIP) grants and Aviation Division Capital Improvement Funds. There will be no impact upon the County's General Fund.

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Funds and Aviation Division Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: September 28, 2010
xc: EDA, COB

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: N/A

District: 3

Agenda Number:

FORM APPROVED BY COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: *9/23/10*
Departmental Concurrence

Dept Recomm.: Consent
Per Exec. Ofc.: Consent
Policy: Policy



GRANT AGREEMENT

U. S. Department of Transportation
Federal Aviation Administration

Date of Offer: Aug - 5 2010
Project Number: 3-06-0104-011-2010

Recipient: **County of Riverside** (Herein called "Sponsor")
Airport: Hemet-Ryan Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

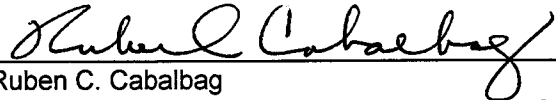
"Rehab Apron (approx. 250,000 square feet)"

as more particularly described in the Project Application dated 03/09/2010.

The maximum obligation of the United States payable under this Offer shall be **\$760,000** for airport development, \$0 for noise program implementation, \$0 for land, and \$0 for planning.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


Ruben C. Cabalbag
Acting Manager, Los Angeles Airports District Office

SPECIAL CONDITIONS


Terms and Conditions Signed and Dated on 03/08/2010

Please note that this grant offer may be funded all or in part, with funds from the Small Airport Fund.

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the November 2008 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on 03/08/2010.

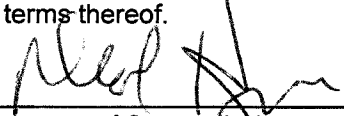
Executed this 9 day of August, 2010


Signature of Sponsor's Designated Official Representative
ASSISTANT DIRECTOR CTA AVIATION
Title

(Seal)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, NEAL KOPRO Deputy County Counsel, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of California. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.


Signature of Sponsor's Attorney

Executed this 10 day of Aug, 2010

5 2010

ATTACHMENT A: SPECIAL CONDITIONS

1. The sponsor agrees to perform the following:
 - (a) Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 - (1) The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation referenced in the contract specifications (D3666, C1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
 - (b) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - (c) Failure to provide a complete report as described in paragraph (b), or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - (d) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor tests results are inaccurate.
2. For a project to replace or reconstruct pavement at the airport, the sponsor shall implement an effective airport pavement maintenance management program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants". The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate, however, the program must, as a minimum, include the following:
 - (a) Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - (1) Location of all runways, taxiways, and aprons
 - (2) Dimensions
 - (3) Type of pavement
 - (4) Year of construction or most recent major rehabilitation

For compliance with the Airport Improvement Program assurances, pavements that have been constructed, reconstructed, or repaired with Federal financial assistance shall be so depicted.

(b) Inspection Schedule.

(1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, the frequency of inspections may be extended to three years.

(2) Drive-by Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

(c) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below.

(1) Inspection date

(2) Location

(3) Distress types

(4) Maintenance scheduled or performed

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

(d) Information Retrieval. An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

(e) Reference. Refer to Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

3. Construction Safety Plan:

It is understood and agreed by and between the parties hereto that the Sponsor shall develop a construction safety plan that is acceptable to the FAA for the airport construction project as described in the Project Application and that the United States will not make nor be obligated to make payments involving the aforesaid airport construction project until the Sponsor has submitted a construction safety plan that is acceptable to the FAA in and to said airport construction project (or any portion thereof for which grant payment is sought).

4. TRAFFICKING IN PERSONS:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

COUNTY OF RIVERSIDE

HEMET-RYAN AIRPORT AIP PROJECT NO. 3-06-0104-011-2010

APRON REHABILITATION PROJECT

Bid Opening: _____, 2010 at _____ p.m.

CONTRACT DOCUMENTS AND SPECIFICATIONS



FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 9/13/10

Riverside County Board of Supervisors

Marion Ashley, Chairman
Bob Buster, Vice Chairman
John F. Tavaglione
John J. Benoit
Jeff Stone

Riverside County E.D.A. Aviation Division

Robert Field, Assistant County Executive Officer
Colby Cataldi, Assistant Director

County of Riverside

1325 Spruce Street, Suite 400
Riverside, California 92507
(951) 955-8916
www.rivcoeda.org

Mead & Hunt, Inc.

133 Aviation Boulevard, Suite 100
Santa Rosa, California 95403
(707) 526-5010
www.meadhunt.com

SEP 28 2010 3:36 PMS

DIVISION I – BIDDING AND CONTRACT DOCUMENTS

Advertisement for Bids
Location Map
Instructions to Bidders

Proposal Forms

Construction of Airport Improvements
Bid Schedule of Contract Prices
Designation of Subcontractors
Bidder's Statement on Previous Contracts Subject to EEO Clause
Certification of Nonsegregated Facilities
Certification of Bidder Regarding Affirmative Action Program
Disadvantaged Business Enterprise (DBE Utilization)
Certification Regarding Foreign Trade Restrictions
Buy American Certificate
Suspension and Debarment Requirements on All Contracts Over \$25,000
Affidavit for Individual Contractors
Affidavit for Joint Venture of Co-Partnership Contractor
Affidavit for Corporate Contractor
Bid Bond

Sample Forms

Contract Agreement
Performance Bond
Payment Bond
DBE Letter of Intent

DIVISION II – FAA REQUIRED PROVISIONS

Section 1 Requirements for Bids for AIP Contracts
Section 2 Standard Federal Contract Clauses and Requirements for Construction Contracts
Section 3 Standard Federal EEO Requirements
Section 4 Requirements Under the DBE Program
Section 5 Wage Rates
 Exhibit 5A Federal Wage Rates
 Exhibit 5B State Wage Rates

DIVISION III – GENERAL PROVISIONS

Section 1 Definition of Terms
Section 2 Proposal Requirements and Conditions
Section 3 Award and Execution of Contract
Section 4 Scope of Work
Section 5 Control of Work
Section 6 Control of Materials
Section 7 Legal Relations and Responsibility to Public
Section 8 Prosecution and Progress
Section 9 Measurement and Payment

DIVISION IV – SPECIAL PROVISIONS

- Section 1 Special Provisions for Airport Construction
- Section 2 Safety and Operations Plan

DIVISION V – TECHNICAL SPECIFICATIONS

- Section 1 Mobilization
- Section 2 Earthwork and Site Preparation, Item P-152
- Section 3 Controlled Low Strength Material (CLSM), Item P-153
- Section 4 Joint Sealing Filler, Item P-605
- Section 5 Asphalt Rejuvenating Seal, Item P-609B
- Section 6 Runway and Taxiway Painting, Item P-620
- Section 7 Aggregate Bases (Modified Caltrans)
- Section 8 Asphalt Concrete (Modified 2006 Caltrans)
- Section 9 Portland Cement Concrete (Caltrans)
- Section 10 Crack Sealing
- Section 11 Fuel Resistant Seal

PROPOSAL PACKET IN ENVELOPE (Inside Back Cover)

DIVISION I

Bidding and Contract Documents

ADVERTISEMENT FOR BIDS

Sealed proposals for construction of airport improvements at Hemet Ryan Airport "Apron Rehabilitation Project" will be received at the offices of the Clerk of the Board of Supervisors for the County of Riverside, 4080 Lemon Street, First Floor, Riverside, California 92501 until 2:00 p.m., _____, 2010, and then will be publicly opened and read. The work contemplated consists of the following:

HEMET-RYAN AIRPORT - AIP-3-06-00104-011-2010

- Pavement Rehabilitation by Application of Seal Coats
- Minor and Major Crack Repair
- Full Depth Pavement Removal and Replacement
- PCC Valley Gutter Repairs
- Paint Striping

Each bid shall be in accordance with the PLANS and SPECIFICATIONS and other Contract Documents now on file with the Riverside County Economic Development Agency – Aviation Division, 1325 Spruce Street, Suite 400, Riverside, California. A copy of the PLANS, SPECIFICATIONS, and Bid Documents may be secured from the office of Mead & Hunt, Inc., 133 Aviation Boulevard, Suite 100, Santa Rosa, California 95403, telephone (707) 526-5010, fax (707) 526-9721, upon non-refundable payment of \$100.00.

Each bidder must supply all the information required by the Bid Documents and SPECIFICATIONS. All proposals sent by mail must be posted so as to be in the hands of the County of Riverside, by the hour and date set forth above for the bid opening. All proposals shall be addressed to:

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY – AVIATION DIVISION

and marked:

HEMET-RYAN AIRPORT - AIP-3-06-00104-011-2010, APRON REHABILITATION PROJECT

The proposed CONTRACT is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions. All labor on the PROJECT shall be paid no less than the higher of either the prevailing State wage rates established by the Director of the State of California, Department of Industrial Relations, or the prevailing Federal wage rates established by the U.S. Secretary of Labor.

The EEO requirements, labor provisions, and wage rates are included in the SPECIFICATIONS and Bid Documents and are available for inspection at the County of Riverside, Economic Development Agency – Aviation Division, 1325 Spruce Street, Suite 400, Riverside, California 92507. Each bidder must complete, sign, and furnish with his bid the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Nonsegregated Facilities", and the "Assurance of Disadvantaged Business Enterprise Participation" as contained in the Bid Proposal.

To be eligible for award, each bidder must comply with the affirmative action requirements which are contained in the SPECIFICATIONS. A contractor having fifty (50) or more employees and his subcontractors having fifty (50) or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the SPECIFICATIONS.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this CONTRACT. It is the policy of the County of Riverside to practice nondiscrimination based on race, color,

sex, or national origin in the award or performance of this CONTRACT. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this CONTRACT will be conditioned upon satisfying the Good Faith Effort requirements specified in Div 11, Section 4-4. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE CONTRACT goal of **twelve percent (12%)** has been established for this CONTRACT. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the CONTRACT goal for DBE participation in the performance of this CONTRACT.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the CONTRACT; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the CONTRACT goal; (5) written confirmation from the DBE that it is participating in the CONTRACT as provided in the commitment made under (4); and (5) if the CONTRACT goal is not met, evidence of good faith efforts. The bidder/offeror shall submit the information prior to a commitment by the County of Riverside to award the CONTRACT to the apparent successful competitor, as a condition of responsibility, within ten (10) days of County of Riverside's request.

DBE participation in this CONTRACT may be in the form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g). (See Proposal Forms and Sample Letter of Intent.)

All solicitations, contracts, and subcontracts resulting from projects funded under this CONTRACT are subject to the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

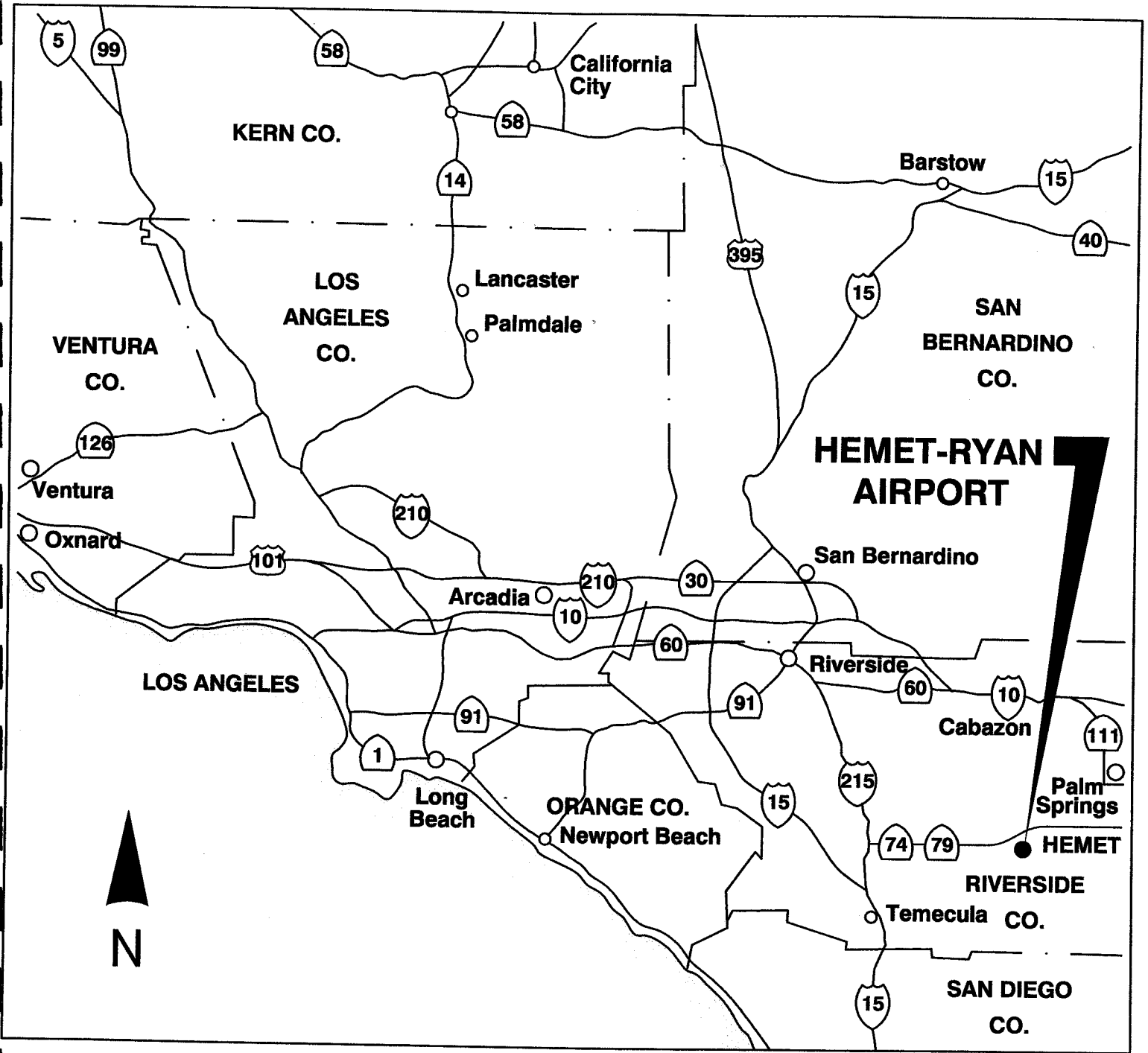
Each proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount not less than ten percent (10%) of the amount bid. The successful bidder shall submit at the time of execution of the CONTRACT, a Performance Bond along with a Payment Bond (Labor and Material), each for one hundred percent (100%) of the CONTRACT PRICE, and required proof of insurance. Surety company shall be licensed in the State of California and have a Best's rating of "A" or better with a financial size of V or better.

The COUNTY shall have the right to reject any bids presented in accordance with Section 20150.9 of the California Public Contracts Code.

Engineer's Estimate: Hemet-Ryan Airport Apron Rehabilitation	\$650,000.00
Bid Bond:	10%
Performance Bond:	100%
Payment Bond:	100%
Working Days:	35 working days

Date: _____

By: _____



VICINITY MAP

NOT TO SCALE

INSTRUCTIONS TO BIDDERS

1. **Proposal Requirements:**
 - A. General Requirements. The Contractor's attention is directed to Division III, Section 2, "Proposal Requirements and Conditions," for general details on the preparation of proposals for this project.
 - B. Federal Requirements. This project is funded by the FAA and as such is subject to extensive Federal Requirements in the areas of labor, wage rates, notices for contracts, and bidding provisions. The Contractor's attention is directed to Division II, Sections 1 through 5 for detailed information on FAA required provisions.
2. **Description of Work:** The scope of work for this project consists of the following elements:
 - Pavement Rehabilitation by Application of Seal Coats
 - Minor and Major Crack Repair
 - Full Depth Pavement Removal and Replacement
 - PCC Valley Gutter Repairs
 - Paint Striping
3. **Award of Contract:** Each contractor shall complete the Bid Schedule. If awarded, the County will award one contract to the lowest total bid for Bid Schedule A or Bid Schedule A plus Bid Schedule B or Bid Schedules A, B, and C, depending on the availability of funds. All bids shall be valid for a period of ninety (90) calendar days from the opening date.
4. **Time and Place of Receiving Proposals:** Sealed bids will be received by the office of the Clerk of the Board of Supervisors, County of Riverside, 4080 Lemon St., 1st floor, Riverside, California 92501, until ____ p.m. Pacific Daylight time, _____ day, _____, 2010, at which time the bids will be publicly opened and read.
5. **Pre-Bid Meeting:** A Pre-Bid Meeting may be scheduled, depending on the level of interest expressed by bidders. Regardless, all bidders are encouraged to visit the site. If the decision is made to hold a pre-bid meeting, all bidders will be notified of the time and place.
6. **Time of Completion:** The time of completion for the Project is fifty-eight (58) working days. Additional information regarding contract time and other limitations on construction is contained in Division IV, Special Provisions for Airport Construction.
7. **Liquidated Damages:** The Contract is subject to liquidated damages which are described in Division IV, Special Provisions.
8. **Interpretation of Drawings and Documents:** If any bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Plans and Specifications, he may submit his questions or request for clarification in writing to the Engineer not later than five (5) working days before the date set for receipt of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed or delivered to each person receiving a set of such documents.

9. **Bid Bond:** Each proposal shall be accompanied by a bid guarantee equivalent to ten percent (10%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
10. **Performance and Payment Bonds:**
 - A. The Contractor agrees to furnish a performance bond for 100 percent of the contract price. This bond is one that is executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
 - B. The Contractor agrees to furnish a payment bond for 100 percent of the contract price. This bond is one that is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
11. **Disadvantaged Business Enterprise:** The DBE goal for this project is twelve percent (12%). For credit to be allowed toward the DBE goal for this project, prospective DBEs must be certified by Caltrans, or other agency acceptable to the County, on the date bids for the Project are opened (see Division II, Section 4).
12. **Minimum Wage and Certified Payroll:** Labor on this project shall be paid no less than the greater of the minimum wage rates established by the U.S. Secretary of Labor or by the State of California's Director of the Department of Industrial Relations. The Contractor shall comply with Division II, Section 2-4 and Division II, Section 5 of these Specifications.
13. **Project Information:** General and technical information can be obtained from the offices of Mead & Hunt, 133 Aviation Blvd., Ste. 100, Santa Rosa, California 95403; phone (707) 526-5010.
14. **Contractor's License.** Each bidder must have a Class A California Contractor's License as required under provisions of the California Business and Professions Code.
15. **Plans and Specifications.** The Contractor will be provided *five (5)* sets of Plans and Specifications at the Preconstruction Conference. Additional sets will be available from the Engineer at their reproduction costs. Quantities stated in the Contract Documents are approximate only and are subject to correction upon final measurement of the work accomplished and subject further to right reserved by the County to increase or diminish the amount of work under any classification, as the design or construction needs require.
16. **Proposal Packet.** Bids shall be made upon the proposal forms in this packet. The forms may be removed or duplicated. The Bidder must supply all information required by the Bid Documents. See Division II, Sections 1 through 5 and Division III, Section 2 for details on the preparation of proposals for this project.
17. **Addenda:** Any irregularities or lack of clarity in the Invitation and Bid must be brought to the attention of Mead & Hunt, Inc. in writing no less than five (5) business days prior to the Bid opening. Unless so noted, subject matters shall be interpreted to favor the County. If deemed necessary, written addenda shall be issued to all holders of Bid Documents, with said documents considered modified or amended by addenda so issued. All addenda must be acknowledged by signature where provided and returned, either with the Bid submission or under separate cover clearly marked with the Bid number and date of opening, prior to the close of the Bid receiving period. Verbal interpretations are not to be relied upon. **FAILURE OF THE BIDDER TO CALL**

ATTENTION TO IRREGULARITIES OR LACK OF CLARITY WILL NOT RELIEVE THE BIDDER OF PERFORMANCE UNDER THE CONTRACT.

18. **Examination of the Job Site:** Prior to the submission of a bid, the BIDDER shall examine the job site to become familiar with the existing conditions. Although public property, job site visits must be arranged with and approved by the County prior to the visit. Any discrepancy between the Bid Documents and actual site conditions shall immediately be brought to the attention of the owner in writing. Failure to examine the job site or call attention to discrepancies shall not relieve the Contractor of performance under any contract issued as a result of his bid. Any pre-bid conference shall be specified elsewhere in these documents, if required.
19. **Bid Evaluation:** The products and materials bid shall be new and of current manufacture unless otherwise stated in the Bid and shall be bid F.O.B. destination. Delivery must be stated in realistic terms and will be a factor in vendor evaluation.
 - A. Bids will be evaluated for price (see paragraph 43 regarding unbalanced pricing), conformance to the specifications, Terms and Conditions, Instructions to Bidders, Special Conditions, experience, and other factors as appropriate, with the award, if made, will be to the BIDDER(s) deemed of greatest advantage to the County. The County reserves the right to accept or to reject any or all or any part of a bid received, to waive irregularities, and to hold Bids for ninety (90) days prior to the award. Award will be made pending FAA review of Bids and confirmation of available funds.
20. **Collusion:** Any agreement or collusion among bidders or prospective bidders to bid a fixed price or restrict the competitive bid process in any way shall render the Bids of such bidders void.
21. **Interest in More Than One Bid:** No person, firm, or corporation, under the same or a different name, shall make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are requested, however, submitting a subcontractors Bid or material quotation to more than one (1) bidder will not disqualify the subcontractor or material supplier.
22. **Independent Contractor Status:** The parties agree that the Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, subconsultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the County and the Contractor, and nothing in this contract shall create any contractual relationship between the County and Contractor's consultants, subconsultants, contractors, or subcontractors. The parties also agree that this contract, by explicit agreement of the parties, that Contractor is not a County employee and that there shall be no:
 - A. Withholding of income taxes by the County;
 - B. Industrial insurance coverage provided by the County;
 - C. Participation in group insurance plans which may be available to employees of the County;
 - D. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
 - E. Accumulation of vacation leave or sick leave.
23. **Permits, Fees, Licenses, and Taxes:** The Contractor shall be responsible for securing all required permits, for all approvals or reviews, and for any required licenses. The County shall pay all fees. All such costs are NOT to be included in the Bid price.

24. **Pre-Construction Meeting:** The Contractor and subcontractors shall attend a pre-construction meeting with representatives of the County to discuss specific project procedures. The pre-construction meeting may be waived by mutual agreement of the Contractor and the County.
25. **Construction Schedule:** The Contractor shall submit a construction schedule to the County prior to the pre-construction meeting. The construction schedule shall establish the start and completion dates for each phase of the project in sufficient detail to relate to the progress payment schedule of values. The County shall review and approve the schedule prior to commencement of work.
26. **Temporary Construction Facilities:** The Contractor shall provide a temporary on-site restroom facilities. The construction restroom facilities are to be provided at no cost to the County. Portable restrooms are to be emptied daily. Upon substantial completion, the temporary facilities are to be promptly removed and the site restored to the conditions existing prior to installation or as specified in the Scope of Work.
27. **Construction Utilities:** The Contractor shall arrange for and bear the cost of all temporary construction utilities including water for dust control.
28. **Compliance:** The Contractor shall be responsible for complying with all County, State, and Federal Codes, Laws, Statutes, Regulations, Ordinances, and Policies, as applicable, in the performance of the contract.
29. **Access to the Work Site:** The Contractor, in the performance of the contract, shall not be unduly denied access to the work site provided that such access does not interfere with normal County operations unless prior arrangements have been made with the County.
30. **Worksite Security/Safety:** The Contractor shall provide barricades, fencing, exhaust fans, temporary closures, hoods, drapes, or any other temporary structure required to protect County personnel and the general public from accidental injury, illness, or death during the term of the project. The Contractor shall be responsible for securing the project to prevent theft, vandalism, or arson of the County's or the Contractor's property, materials, equipment, and supplies. The County shall not be responsible for any property, equipment, materials, or supplies of the Contractor. The Contractor shall be responsible for any theft, vandalism, or arson of County property, materials, equipment, or supplies if such loss is due to the negligence of the Contractor.
31. **Damage to County Property:** Any damage to the County's real or personal property caused by the Contractor, his subcontractors, or agents shall be promptly repaired or replaced to the approval of the County.
32. **Clean-up:** In the performance of the contract, the Contractor shall keep the job site cleared of rubbish, debris, and scrap material. Upon completion of the project all equipment, tools, supplies, and materials which are not the property of the County shall be promptly removed from the job site. The job site and surrounding areas are to be restored to the conditions existing prior to the commencement of work under the contract unless specifically modified by the Scope of Work under the project.
33. **Utilities:** The location of all known utilities underground, above ground, or enclosed within a structure are indicated in the Bid Documents to the best knowledge of the Engineer. It is the responsibility of the Contractor to verify the location of all known or suspected utilities by contacting the utility owner prior to undertaking any excavation or demolition and to arrange for any interruption or termination of service. Any damage to known or suspected utilities caused by the Contractor's failure to verify the location with the owner of the utility shall be repaired or

replaced at the expense of the Contractor. The Contractor shall notify the County forty-eight (48) hours in advance of any planned utility interruption. Should utilities not be located as indicated to the Contractor, the Contractor is entitled to compensation for determining the true location of the utility.

34. **Layout:** The County shall provide vertical and horizontal construction reference points. Job layout shall be the responsibility of the Contractor and shall be included in the Bid price.
35. **Workmanship:** All work shall be performed by competent personnel under the direction of a qualified project superintendent who shall be the representative of the Contractor. Work performed shall meet the workmanship standards for the trade involved. All materials and equipment installed by the Contractor shall be new, of suitable quality, and conform to all Specifications and/or Drawings. The use of other than new materials or equipment is not acceptable without the written consent of the Owner and will include a mutually agreeable cost reduction.
36. **Schedule of Values:** A schedule of value(s) shall be provided for each lump sum bid item during Mobilization, but not later than 10 working days before the first progress payment. The schedule of values shall be in the form of a detailed, itemized cost breakdown of the lump sum amount, including profit, overhead. Any work to be performed by subcontractors shall be listed. The schedule of values, once established, will serve as the basis for estimating or evaluating the percentage of lump sum work completed for progress payments. Progress payments on Unit Price Work will be based on the number of units completed. The schedule of values may also be used to evaluate the impact of unbalanced pricing (see paragraph 43 below).
37. **Progress Payments:** Progress payments may be authorized by the County if the project duration exceeds thirty (30) calendar days. Progress Payment Requests are to be submitted to the Engineer accompanied by a schedule of values in the form of a Payment Request. Progress payments will be authorized by the County Project Manager. The County reserves the right to reduce the Progress Payment amount if in the opinion of the Engineer, Project Manager, or the Purchasing and Contracts Administrator, the values on the Schedule of Values exceed the amount of work completed or material delivered to the job site. Any such changes will be reviewed with the Contractor.
38. **Retention:** Progress payments shall be subject to ten percent (10%) retention until the project is at least ninety percent (90%) complete and may be reduced thereafter. Within thirty-five (35) days following publication of the Notice of Completion (Contracts over \$20,000) the retention may be reduced to an amount equal to twice the estimated value of any uncompleted work.
39. **Fair Employment Practices:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for such employment because of race, creed, color, national origin, sex or age. Such agreement 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 acknowledges awareness of and is fully informed of the Contractor's obligations under Executive Order 11246 and, where applicable, shall comply with the requirements of the Order and all other orders, rules, and regulations promulgated under the Order unless exempted from therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era", which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers", which, by this reference, is incorporated in this contract.

Contractor agrees to assist Disadvantaged Business Enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and subconsultants to participate to the extent possible, consistent with their qualifications, quality of work, and obligation of Contractor under this contract.

The Contractor further agrees to insert these provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a contractor shall constitute a material breach of contract.

40. **Appeal by Unsuccessful Bidders:** Any unsuccessful Bidder may appeal a pending Bid award prior to award by the County. The appellant must:

- A. Submit a written protest to the County within five (5) workdays after the Bid opening.
- B. Describe, in the written protest, the issues to be addressed on appeal.
- C. Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by the County, who will hold the bond or security until a determination is made on the appeal.
- D. Post the bond or other security in the amount of twenty-five (25%) of the total dollar value of appellant's Bid, up to a maximum bond or other security amount of \$250,000.
- E. Not seek any type of judicial intervention until the County has rendered its final decision on the protest.

41. **Suspension and Debarment Requirements for Federal Contracts:** For Federally-funded Public Works, the Bidder certifies, by submission of this Bid or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the solicitation/proposal.

42. **Contractor's Employees and Employee Identification:**

- A. Contractor must submit a current list of full names i.e., first, middle, and last (no nicknames), addresses, birth dates, social security numbers, driver's license numbers, and last known address of all employees who perform work in County facilities under this Contract. Changes in the employment list must be reported to The County within 24 hours.
- B. Laminated type identification badges must be furnished by the Contractor and worn by all Contractor's employees while on County premises. The badge will have the employee's picture, name, signature, and social security number.

43. **Unbalanced Pricing is not allowed.** An offer with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices or payment for work not done. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated, as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

- A. Startup work, mobilization, first articles, or first article testing are separate line items and they are unbalanced. This could result in a bidder receiving a substantial up-front payment for work that may not be completed at the time payment is made; or payment for work that is never performed.
- B. Base quantities and option (Bid Alternate) quantities are separate line items and some of the costs for the optional items is included in the base items; or
- C. Some of the cost of a pay item is included in the bid price of another pay item and the second items quantity is increase, or the first items quantity is decreased, thus payments are made that include profit for work that is never done.

All offers with separately priced line items or sub-line items shall be analyzed to determine if the prices are unbalanced. If an offer is deemed to be unbalanced, the County shall:

- A. Consider the risks to the County associated with the unbalanced pricing in determining the competitive range and in making the award decision; and
- B. Consider whether award of the contract will result in paying unreasonably high prices for contract performance and whether the award fails to represent the lowest ultimate cost to the County.

An offer may be rejected if the County determines that the lack of balances poses an unacceptable risk to the County. The County reserves the right to delete all or part of an item that is determined to be unbalanced.

44. **Federal Assurances:** Contractors and subcontractors are advised that this project requires:

- A. Payment of Federal Wage Rates,
- B. Compliance with EEO criteria,
- C. Certification of non-segregated facilities,

45. **Buy American Clause:** A Buy American clause applies to this project. See Division II, Section 1, Paragraph 1-7 of the FAA-required provisions.

46. **Federal Subcontracting Requirements:** If Contractor awards a subcontract under this contract, Contractor, if applicable, shall use the following alternative steps:

- A. Placing Small Businesses in Rural Areas (SBRAs) on solicitation lists;
- B. Ensuring that SBRAs are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- D. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- E. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and

F. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in Paragraph 39 above.

If applicable, Contractor agrees to complete and submit to the County a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within thirty (30) days after the end of each fiscal quarter until the end of the Contract.



PROPOSAL FORMS

PROPOSAL FORM

CONSTRUCTION OF AIRPORT IMPROVEMENTS
HEMET-RYAN AIRPORT
AIP PROJECT NO. 3-06-0104-011-2010
RIVERSIDE COUNTY, CALIFORNIA

FROM: _____

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ AFTER-HOURS TELEPHONE: _____

CONTRACTOR LICENSE NUMBER: _____

TO: Economic Development Agency
Aviation Division
County of Riverside
1325 Spruce Street Suite 400
Riverside, California 92501-3813

Ladies and Gentlemen:

The undersigned, as bidder, *under penalty of perjury*, declares that the only persons or parties interested in this proposal as principals are those named herein: that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, the PLANS and SPECIFICATIONS herein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Riverside, in the form of the CONTRACT annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the CONTRACT, in the manner and time therein prescribed, and according to the requirements of the ENGINEER as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

**BID SCHEDULE
HEMET-RYAN AIRPORT
APRON REHABILITATION PROJECT
AIP NO. 3-06-0104-011-2010**

BID SCHEDULE A

Item	Description	Units	Approx. Quantity	Unit Price (In Figures)	Total Cost (In Figures)
1	Mobilization	LS	1	\$	\$
2	Airfield Safety and Traffic Control	LS	1	\$	\$
3	SWPPP	LS	1	\$	\$
4	Demolition	LS	1	\$	\$
5	Surface Preparation (Fuel-Resistant Seal)	SY	12,000	\$	\$
6	Surface Preparation (Ac Rejuvenating Seal) P-101	SY	65,000	\$	\$
7	AC/AB Pavement Pulverization	SY	2,000	\$	\$
8	Crushed Aggregate Base, 5-inch – Caltrans Class III	CY	300	\$	\$
9	Asphalt Concrete – Caltrans Type A	TON	300	\$	\$
10	Wide PCC Valley Gutter, 20 Ft. (Caltrans)	LF	60	\$	\$
11	Fuel-Resistant Seal	SY	12,000	\$	\$
12	Asphalt Rejuvenating Seal, P-609B	SY	65,000	\$	\$
13	PCC/AC Joint Seal, P-605	LF	15,000	\$	\$
14	Controlled Low Strength Material (CLSM), P-153	LF	50	\$	\$
15	Pavement Marking, P-620	SF	7,000	\$	\$
16	Major Crack Seal (Greater than 1-Inch)	LF	200	\$	\$
17	Minor Crack Seal (Greater than 3/8-Inch Less than 1-Inch)	LF	1,500	\$	\$
Total Bid Schedule A (Items 1 through 17). Please indicate in figures:				\$	
Total Bid Schedule A (Items 1 through 17). Please indicate in writing:					

BID SCHEDULE A – BID ALTERNATE

Item	Description	Unit	Est. Qty.	Unit Cost	Amount
A-1	2-Inch Reduction of Crushed AB In-Place	CY	-94	\$	\$
A-2	Drain Rock Stabilization	SY	1,696	\$	\$
Total Bid Schedule A – Alternate (Items A1–A2). Please indicate in figures:				\$	
Total Bid Schedule A – Alternate (Items A1–A2). Please indicate in writing:					

BID SCHEDULE B

Item	Description	Unit	Est. Qty.	Unit Cost	Amount
1	Mobilization	LS	1	\$	\$
2	Airfield Safety and Traffic Control	LS	1	\$	\$
3	SWPPP	LS	1	\$	\$
4	Demolition	LS	1	\$	\$
5	Surface Preparation (AC Rejuvenating Seal), P-101	SY	16,000	\$	\$
6	Asphalt Rejuvenating Seal, P-609B	SY	16,000	\$	\$
7	Pavement Marking, P-620	SF	10,000	\$	\$
Total Bid Schedule B (Items 1 – 7). Please indicate in figures:				\$	
Total Bid Schedule B (Items 1 – 7). Please indicate in writing:					

BID SCHEDULE C

Item	Description	Units	Approx. Quantity	Unit Price (In Figures)	Total Cost (In Figures)
1	Mobilization	LS	1	\$	\$
2	Airfield Safety and Traffic Control	LS	1	\$	\$
3	SWPPP	LS	1	\$	\$
4	Demolition	LS	1	\$	\$
5	Surface Preparation (AC Rejuvenating Seal) P-101	SY	26,000	\$	\$
6	10 Ft. Wide PCC Valley Gutter (Caltrans)	LF	27	\$	\$
7	Asphalt Rejuvenating Seal, P-609B	SY	26,000	\$	\$
8	PCC/AC Joint Seal, P-605	LF	5,000	\$	\$
9	Pavement Marking, P-620	SF	10,000	\$	\$
10	Minor Crack Seal (Greater than 3/8 inch, Less than 1 inch)	LF	500	\$	\$
Total Bid Schedule C (Items 1 through 10). Please indicate in figures:				\$	
Total Bid Schedule C (Items 1 through 10). Please indicate in writing:					

BID SCHEDULE D

Item	Description	Units	Approx. Quantity	Unit Price (In Figures)	Total Cost (In Figures)
1	Mobilization	LS	1	\$	\$
2	Airfield Safety and Traffic Control	LS	1	\$	\$
3	SWPPP	LS	1	\$	\$
4	AC/AB Pavement Pulverization	SY	550	\$	\$
5	Crushed Aggregate Base, Caltrans Class III	CY	59	\$	\$
6	PCC, Caltrans	CY	90	\$	\$
Total Bid Schedule D (Items 1 through 6). Please indicate in figures:				\$	
Total Bid Schedule D (Items 1 through 6). Please indicate in writing:					

The COUNTY reserves the right to reject any single bid, all bids or any individual bid schedule. The award, if made, will be to the lowest responsive Bid.

Acknowledgment of Addenda

Addendum No. Initial

Signature/Title

Company

Contractor's License Number/Expiration Date

NOTE: Contractor License Number and Expiration Date stated herein are made under penalty of perjury.

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the work in an amount in excess of one-half (½) of one percent (1%) of THE CONTRACTOR's total bid; and (b) The portion of the work which will be done by each subcontractor.

If the CONTRACTOR fails to specify a subcontractor for any portion of the work as above stated he agrees to perform that work himself. The CONTRACTOR shall not, without written consent of the OWNER, make any substitution, alterations, or additions to the following list of subcontractors which is made a part of this proposal.

1. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

2. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

3. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

4. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

5. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

6. ATTACH ADDITIONAL SHEET(S) IF MORE THAN 6 SUBCONTRACTORS ARE TO BE USED.

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, attach an explanation of the circumstances.

Signed _____

**BIDDER'S STATEMENT ON
PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE**

Each bidder, prospective prime CONTRACTOR, and proposed subcontractor must complete the following form:

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes.

The Bidder (Proposer) has has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Proposer) has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO -1", prior to the award of CONTRACT.

Date

Signature and Title

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE).

CERTIFICATION OF NONSEGREGATED FACILITIES

The Federally-assisted construction CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally-assisted construction CONTRACTOR certifies further that they will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally-assisted construction CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause in this CONTRACT. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The Federally-assisted construction CONTRACTOR agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Date

Signature and Title

IRS Employer Identification Number

CERTIFICATION OF BIDDER REGARDING

AFFIRMATIVE ACTION PROGRAM

The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: _____

Address: _____

Name and Title of Signer: _____

Date

Signature

NOTE:

The CONTRACTOR to whom the CONTRACT is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

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 of _____% DBE utilization on this CONTRACT.

_____ If unable to meet the DBE goal of 12 percent (12%), the bidder/offeror is committed to a minimum of _____% DBE utilization on this CONTRACT and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No.: _____

By: _____ Title: _____

LIST OF DBE SUBCONTRACTORS

CONTRACT AMOUNT

1.	_____	\$ _____
	Name	Phone
2.	_____	\$ _____
	Name	Phone
3.	_____	\$ _____
	Name	Phone
4.	_____	\$ _____
	Name	Phone
5.	_____	\$ _____
	Name	Phone
6.	_____	\$ _____
	Name	Phone
7.	_____	\$ _____
	Name	Phone
8.	_____	\$ _____
	Name	Phone

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

The CONTRACTOR or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

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 a contractor or subcontractor who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the PROJECT, the Federal Aviation Administration may direct, through the SPONSOR, cancellation of the CONTRACT at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely upon the certification of a prospective subcontractor unless it has knowledge the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the SPONSOR if the CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the CONTRACTOR, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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

Date

Signature

BUY AMERICAN CERTIFICATE (Jan. 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause - Buy American Steel and Manufactured Products or Buy American Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is contained in Division II, Section 1, Paragraph 1-7.

PRODUCT

COUNTRY OF ORIGIN

**SUSPENSION AND DEBARMENT REQUIREMENTS
FOR ALL CONTRACTS OVER \$25,000
49 CFR PART 29**

The bidder/offerer certifies, by submission of this proposal or acceptance of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/CONTRACTOR or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

Signature	(Name of Bidder)
-----------	------------------

Date	(Name & Title of Signing Official)
------	------------------------------------

Business Address	<hr/> <hr/> <hr/>
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AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed CONTRACT; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2010, at _____, California.

Signature of affiant: _____

NOTE: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OF COPARTNERSHIP CONTRACTOR

_____ declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as _____

which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed CONTRACT; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by _____

who constitute the other members of the joint venture or copartnership.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2010, at _____, California.

Signature of affiant: _____

NOTE: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

_____ declares as follows:

That he or she is _____
of _____
a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed CONTRACT; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2010, at _____, California.

Signature of affiant: _____

NOTE: Notarization of signature required

BID BOND

Recitals: 1. _____ "CONTRACTOR", has submitted his CONTRACTOR's Proposal to County of Riverside, "County", for the construction of public work for Hemet-Ryan Airport Apron Rehabilitation Project in accordance with a Notice Inviting Bids of COUNTY dated _____.

2. _____

a _____ corporation, hereafter called "Surety", is the surety of this Bond.

Agreement: We, CONTRACTOR as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is ten percent (10%) of the amount of the CONTRACTOR's Proposal, including all bid alternates, and inures to the benefit of COUNTY.

2. This Bond is exonerated by (1) COUNTY rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, CONTRACTOR executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of COUNTY resulting from failure of CONTRACTOR to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the CONTRACTOR's Proposal.

3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which COUNTY may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors, and assigns.

Dated: _____

By _____ By _____

Title: Attorney in Fct Title: _____
"Surety" "Contractors"

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact.

Notary Public (Seal)

(NOTE: Affix corporate seals.)

SAMPLE FORMS

CONTRACT AGREEMENT
HEMET-RYAN AIRPORT "APRON REHABILITATION PROJECT"
COUNTY OF RIVERSIDE
CONSTRUCTION OF AIRPORT IMPROVEMENTS

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the County of Riverside, organized and existing under and by virtue of the laws of the State of California, hereinafter designated the OWNER, and _____ of the City of _____, County of _____, State of California, hereinafter designated the CONTRACTOR.

WITNESSETH:

That the said CONTRACTOR has covenanted and agreed, for and in consideration of the payments made as provided for in the Proposal, PROJECT SPECIFICATIONS, and Contract Documents, to the CONTRACTOR by the said OWNER, and under the penalty expressed in the bond hereto attached, at his proper cost and expense, to do all the work and furnish all materials, tools, labor, and all appliance and appurtenances called for by the Agreement, free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for the construction of: "Apron Rehabilitation Project."

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the PLANS, PROJECT SPECIFICATIONS, and Contract Documents. The PROJECT SPECIFICATIONS and Contract Documents and DRAWINGS furnished by the CONTRACTOR with his proposal and the additional drawings or prints and other information to be furnished by the Contractor in accordance with the PROJECT SPECIFICATIONS and Contract Documents are made a part of this Agreement when and as approved by the County of Riverside, are intended to be complementary, and all PROJECT SPECIFICATIONS and Contract Documents, PLANS, DRAWINGS, or prints furnished by the Contractor and approved by the County of Riverside shall be complementary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said PLANS, PROJECT SPECIFICATIONS, and Contract Documents, DRAWINGS, or prints the same as though the said work were contained and described in all.

The Notice Inviting Bids, Instruction to Bidders, FAA-Required Provisions, Riverside County Provisions, General, and Special Provisions, Proposal, Bid Bond, Payment Bond, Performance Bond, Certificate of Insurance, CONTRACTOR's Affidavit, Technical Provisions, Appendix, Plans, Addenda Nos. Ø, General Wage Decisions, any change orders issued, and any additional or supplemental specifications, notices, instructions, and drawings issued in accordance with the provisions of the Contract Documents are hereby understood to be a part of this CONTRACT. The Bid Bond is exonerated upon execution of this Agreement, the Payment Bond, Faithful Performance Bond, and the submission of proof of insurance.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the County of Riverside, California, or properly authorized agents, on whose inspection all work shall be accepted or rejected.

The COUNTY shall have full power to reject or condemn all materials furnished or work performed under this CONTRACT which do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the County of Riverside, California and said CONTRACTOR, that the Aviation Division of the County of Riverside, Economic Development Agency, shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions may arise relative to the execution of the work under this CONTRACT on the part of the said CONTRACTOR, and its estimates and decisions, in case any questions may arise, shall be a condition precedent to the right of said CONTRACTOR to receive any money or compensation for anything done or furnished under this CONTRACT.

Any violation or breach of the terms of this CONTRACT on the part of CONTRACTOR/ Subcontractor may result in the suspension or termination of this CONTRACT, or such other action which may be necessary to enforce the rights of the parties of this Agreement.

IN WITNESS WHEREOF, five (5) identical counterparts of this CONTRACT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

SEAL (ATTEST)

COUNTY OF RIVERSIDE, CALIFORNIA
(OWNER)

Chairman, Board of Supervisors

APPROVED (AS TO FORM):

County Counsel

(CONTRACTOR)

WITNESSES:

Title: _____

Title: _____

Address: _____

Phone: _____

Contractor's License No. _____

Classification and Expiration Date: _____

(CORPORATE SEAL)

PERFORMANCE BOND

RECITALS:

1. _____, (CONTRACTOR) has entered into an Agreement dated _____ with the COUNTY OF RIVERSIDE (COUNTY) for construction of public work known as Airport Improvements at Hemet-Ryan Airport for the Apron Rehabilitation Project.
2. _____, a _____, corporation (Surety), is the Surety under this Bond.

AGREEMENT:

We, CONTRACTOR, as Principal, and Surety, jointly and severally agree, state, and are bound unto County

1. The amount of the obligation of this Bond is one hundred percent (100%) of the estimated CONTRACT PRICE for the PROJECT of \$ _____ and inures to the benefit of COUNTY.
2. This Bond is exonerated by CONTRACTOR doing all things to be kept and performed by it in strict conformance with the Contract Documents for the PROJECT; otherwise it remains in full force and effect for the recovery of loss, damage, and expense of COUNTY resulting from failure of CONTRACTOR to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to CONTRACTOR, alteration, or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total CONTRACT PRICE cannot be increased by more than twenty-five percent (25%) without approval of Surety.

THIS BOND is executed as of _____.

By: _____
(Authorized Signature)

Type Name _____
Its Attorney in Fact

Name of Surety

By:

Title: _____
"Contractor"

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged.

PAYMENT BOND

(Public Works Civil Code 3247 et seq.)

The makers of this Bond are _____, as Principal and Original CONTRACTOR, and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and County of Riverside, a public entity, as OWNER, for \$ _____, the total amount Payable. THE AMOUNT OF THIS BOND IS 100 PERCENT (100%) OF SAID SUM. Said CONTRACT is for public work generally consisting of airport apron rehabilitation at Hemet-Ryan Airport.

The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as set forth in 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to the extension of time for performance, change in requirements, amount of compensation, or prepayment under said CONTRACT.

Dated: _____

By: _____
Original Contractor

By: _____
Its Attorney in Fact

Title: _____
(If corporation, affix seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)
ACKNOWLEDGEMENT

SURETY'S

On _____, before me personally appeared person whose name is subscribed the name of said corporation thereto, and acknowledged that he subscribed the name of said corporation thereto, and his name as its attorney in fact.

Notary Public (SEAL)

NOTE: All signatures must be notarized.

DBE LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

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 dollar value as stated above.

By _____
(Signature) (Title)

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

(Submit this page for each DBE subcontractor within ten (10) days of request.)

DIVISION II

FAA Required Provisions

DIVISION II

FAA REQUIRED PROVISIONS

SECTION 1

REQUIREMENTS FOR BIDS FOR AIP CONTRACTS

1-1 REQUIRED NOTICES FOR ALL CONTRACTS. The SPONSOR, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

1-2 REQUIRED NOTICES FOR CONTRACTS OVER \$10,000.

- A. Each bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCC (Office of Federal Contract Compliance), United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by the other designated trades used in the performance of the contract and other nonfederally involved contracts in the area geographically defined in the Plan.
- B. The proposed contract is under and subject to Executive Order 11246 of September 26, 1965, as amended, and to the equal opportunity clause; and
- C. The successful bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in the SPECIFICATIONS.
- D. When a determination has been made to award a contract or subcontract to a specific contractor, such contractor is required, prior to the award or after the award, or both, to furnish such other information as the FAA, the SPONSOR, or the Director of OFCC requests.
- E. A bidder must indicate whether he has previously had a contract subject to the equal opportunity clause, whether he has filed all report forms required in such contract, and if not, a compliance report (Standard Form (SF 100)) must be submitted with his bid.
- F. Equal Employment Opportunity (EEO) and labor provisions, when applicable, are included in the bidding documents of specifications and are available for inspection at the Department of Public Works.
- G. Contractors and subcontractors may satisfy EEO requirements of paragraph 2 of the EEO contract clause by stating in all solicitations or advertisements for employees that:
"All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin."
or by using a single advertisement in which appears in clearly distinguished type, the phrase:
"an equal opportunity employer".

1-3 REQUIRED NOTICE FOR CONTRACTS FOR 50 OR MORE EMPLOYEES AND A CONTRACT OF \$50,000 OR MORE.

- A. A contractor having 50 or more employees and first tier subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will, within 120 days from contract commencement, be required to develop a written Affirmative Action Compliance Program for each of its establishments.
- B. Within 30 days after award of this contract, the contractor must file a compliance report (SF 100) if the contractor has not submitted a complete compliance report within 12 months preceding the date of award.
- C. State and local governments are exempt from the requirements of filing the annual compliance report (SF 100).
- D. The contractor shall require the subcontractor on any first tier subcontracts, irrespective of dollar amount, to file a SF 100 within 30 days after award of the subcontract if the above conditions apply. A SF 100 will be furnished upon request. The SF100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, D.C. 20506

1-4 NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.

- A. A Certification of Nonsegregated Facilities must be submitted with Bid for a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the EEO clause.
- B. Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the EEO clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the EEO clause. **NOTE:** The penalty for making false statements in offers is prescribed in 18U.S.C. 1001.

1-5 CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000.

- A. **Contractors and subcontractors agree:**
 - 1. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
 - 2. To comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
 - 3. That as a condition for award of a contract they will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - 4. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

1-6 FOREIGN TRADE CERTIFICATION. The CONTRACTOR or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

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 a contractor or subcontractor who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the SPONSOR, cancellation of the CONTRACT at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the SPONSOR if the CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted, or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the CONTRACTOR, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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 the CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.

1-7 BUY AMERICAN — STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United states when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the CONTRACTOR, subcontractors, materialmen, and suppliers in the performance of this contract, except those:

1. that the U.S. Department of Transportation has determined under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
2. that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent within the public interest; or
3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

The government list of articles, materials, and supplies excepted from this provision is included below:

Acetylene, black	Chrome ore or chromite
Agar, bulk	Cinchona bark
Anise	Cobalt, in cathodes, rondelles, or other primary ore and metal forms
Antimony, as metal or oxide	Cocoa beans
Asbestos, amosite, chrysolite, and crocidolite	Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form
Bananas	Coffee, raw or green bean
Bauxite	Colchicine alkaloid, raw
Beef, corned, canned	Copra
Beef extract	Cork, wood, or bark and waste
Bephenium Hydroxynapthoate	Cover glass, microscope slide
Bismuth	Cryolite, natural
Books, trade, test, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available	Dammar gum
Brazil nuts, unroasted	Diamonds, industrial, stones and abrasive
Cadmium, ores, and flue dust	Emetine, bulk
Calcium cyanamide	Ergot, crude
Capers	Erthryl tetranitrate
Cashew nuts	Fair linen, altar
Castor beans and castor oil	Fibers of the following types: abaca, abace, Agave coir, flax, jute, jute burlaps, palmyra and sisal
Chalk, English	Goat and kid skins
Chestnuts	Graphite, natural, crystalline, crucible grade
Chicle	Quartz crystals

Handsewing needles	Rabbit fur felt
Hemp yarn	Radium salts, source and special nuclear, materials
Hog bristles for brushes	Rosettes
Hyoscine, bulk	Rubber, crude and latex
Ipecac, root	Rutile
Iodine, crude	Santonin, crude
Kaurigum	Secretin
Lac	Shellac
Leather, sheepskin, hair type	Silk, raw and unmanufactured
Lavender oil	Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
Manganese	Spices and herbs, in bulk
Menthol, natural bulk	Sugars, raw
Mica	Swords and scabbards
Microprocessor chips (brought onto a construction site as separate units for incorporation into building systems during construction or repair and alteration of real property)	Talc, block, steatite
Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts	Tantalum
Nitroguanidine (also known as picrite)	Tapioca flour and cassava
Nux vomica, crude	Tartar, crude; tartaric acid and cream of tartar in bulk
Oiticica oil	Tea in bulk
Olive Oil	Thread, metallic (gold)
Olives (green), pitted or unpitted, or stuffed, in bulk	Thyme oil
Opium, crude	Tin in bars, blocks, and pigs
Oranges, mandarin, canned	Tripolidine hydrochloride
Petroleum, crude oil, unfinished oils, and finished products (see definitions below)	Tungsten
Pine needle oil	Vanilla beans
Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars	Venom, cobra
Pyrethrum flowers	Wax, canauba
Quebracho	Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenhart, lignum vitae, mahogany, and teak
Quinidine	Yarn, 50 Denier rayon
Quinine	

Petroleum terms are used as follows:

"Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

"Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

- A. "Asphalt" — a solid or semisolid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.
- B. "Fuel oil" — a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.
- C. "Gasoline" — a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.
- D. "Jet fuel" — a refined petroleum distillate used to fuel jet propulsion engines.

- E. "Liquefied gases" — hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.
- F. "Lubricating oil" — a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.
- G. "Naphtha" — a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.
- H. "Natural Gas products" — liquids (under atmospheric conditions) including natural gasoline that:
 - 1. are recovered by a process of absorption adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
 - 2. when recovered and without processing in a refinery, definitions of products contained in subdivision B, C, and G above.
- I. "Residual fuel oil" — a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

"Unfinished oils" means one or more of the petroleum oils listed under "Finished products" above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

DIVISION II

SECTION 2

STANDARD FEDERAL CONTRACT CLAUSES AND
REQUIREMENTS FOR CONSTRUCTION CONTRACTS

2-1 GENERAL AND LABOR CLAUSES FOR ALL CONSTRUCTION CONTRACTS AND SUB-
CONTRACTS.

- A. **Airports Program Project:** The work in this CONTRACT is included in the AIP Project No. 3-06-0104-011-2010, which is being undertaken and accomplished by the SPONSOR in accordance with the terms and conditions of a grant agreement between the SPONSOR and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987, pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this CONTRACT and no reference in this CONTRACT to the Federal Aviation Administration or any representative thereof, or to any rights granted to the Federal Aviation Administration or any representative thereof, or the United States, by the CONTRACT, makes the United States a party to this CONTRACT.
- B. **Consent to Assignment:** The CONTRACTOR shall obtain the prior written consent of the SPONSOR to any proposed assignment of any interest in or part of this CONTRACT.
- C. **Convict Labor:** No convict labor may be employed under this CONTRACT.
- D. **Veterans Preference:** In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the **individuals are available and qualified to perform the work to which the employment relates.**
- E. **Withholding, Sponsor from Contractor:** Whether or not payments or advances to the SPONSOR are withheld or suspended by the Federal Aviation Administration, the SPONSOR may withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the CONTRACTOR or any subcontractor on the work the full amount of wages required by this CONTRACT.
- F. **Nonpayment of Wages:** If the CONTRACTOR or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this CONTRACT, the SPONSOR may, after written notice to the CONTRACTOR, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.
- G. **Federal Aviation Administration Inspection and Review:** The CONTRACTOR shall allow any authorized representative of the Federal Aviation Administration to inspect and review any work or materials used in the performance of this CONTRACT.
- H. **Subcontracts:** The CONTRACTOR shall insert in each of his subcontracts the provisions contained in paragraphs A, C, D, E, F, and G of this section, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- I. **Contract Termination:** A breach of paragraphs F, G, and H of this section may be grounds for termination of the CONTRACT.

2-2 MISCELLANEOUS CLAUSE REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS UNLESS OTHERWISE INDICATED. During the performance of this CONTRACT, the CONTRACTOR, for herself/himself, her/his assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- A. **Compliance with Regulations:** The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this CONTRACT.
- B. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by her/him during the CONTRACT, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the CONTRACT covers a program set forth in Appendix B of the REGULATIONS.
- C. **Solicitations for Subcontractors, including Procurement 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 shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this CONTRACT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to her/his books, records, accounts, other sources of information and her/his facilities as may be determined by the SPONSOR or the Federal Aviation Administration pertinent to ascertain compliance with such REGULATIONS, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the SPONSOR or the Federal Aviation Administration, as appropriate, and shall set forth what efforts she/he has made to obtain the information.
- E. **Sanction for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with the non-discrimination provisions of this CONTRACT, the SPONSOR shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONTRACTOR under the CONTRACT until the CONTRACTOR complies, and/or
 - 2. Cancellation, termination, or suspension of the CONTRACT, in whole or in part.
- F. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of Paragraphs A through E of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS or directives issued pursuant thereto. The CONTRACTOR shall 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, however, that, in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such

direction, the CONTRACTOR may request the SPONSOR to enter into such litigation to protect the interests of the SPONSOR and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

- G. **Breach of Contract Terms — Sanctions:** CONTRACT/subcontracts shall contain such contractual provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. A sample clause is:

Any violation or breach of the terms of this CONTRACT on the part of the CONTRACTOR/subcontractor may result in the suspension or termination of this CONTRACT, or such other action which may be necessary to enforce the rights of the parties of this agreement.

- H. **Contract Termination** (For contracts in excess of \$10,000): This CONTRACT may be terminated by the SPONSOR for default or any other conditions or circumstances beyond the control of the CONTRACTOR. Termination conditions, the manner by which it will be effected, and the basis for settlement are as stated in Division III, Section 8-9 and 8-10.

- I. **Rights to Inventions / Materials** (For contracts or agreements involving imported products, processes, methods, etc.): All rights to inventions and materials generated under this CONTRACT are subject to regulations issued by the Federal Aviation Administration and the recipient of the Federal grant under which this CONTRACT is executed. Information regarding these rights is available from the Federal Aviation Administration and the SPONSOR.

2-3 ACCESS TO DOCUMENTS, RECORDS, ETC. The SPONSOR, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall be allowed access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

2-4 LABOR CONTRACT CLAUSES FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS IN EXCESS OF \$2,000.

A. **Minimum Wages:**

1. All mechanics and laborers 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 regulations issued 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 equivalents 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 laborers or mechanics, subject to the provisions of Subparagraph A.4 below. 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 Paragraph D of this clause.

2. 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 A.2 of this Section, and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and his subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.
 - a. Any class of laborers or mechanics, 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 SPONSOR 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;
 - (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 SPONSOR 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 SPONSOR, or will notify the SPONSOR within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control No. 1215-0140)
 - c. In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives and the SPONSOR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the SPONSOR 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 SPONSOR or will notify the SPONSOR within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control No. 1215-0140)
 - d. The wage rate (including fringe benefits, where appropriate) determined pursuant to Subparagraphs 2 b and 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.
3. 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 wage rate, the CON-

TRACTOR 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.

4. 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 labor 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 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. (Approved by the Office of Management and Budget under OMB Control No. 1215-0140)

B. **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.

C. **Payrolls and Basic Records:**

1. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of 3 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, her/his 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 Section 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 Paragraph a(4) of this clause 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 the trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Nos. 1215-0140 and 1251-0017.)
 - a. The CONTRACTOR shall submit weekly (for each week in which any CONTRACT work is performed) a copy of all 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 Paragraph C.1 above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control No. 1215-0149.)

- b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or her/his 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 maintained under Paragraph C.1 above 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; and
 - (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.
 - c. 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 C.2.b of this Section.
 - d. 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.
2. The CONTRACTOR or subcontractor shall make the records required under Paragraph C.1 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.

D. **Apprentices and Trainees.**

1. **Apprentices:** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed 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 her/his first 90 days of probationary employment as an apprentice in such an apprenticeship 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 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.

2. **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 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 who 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.

3. **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.
- E. **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.
- F. **Subcontracts:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in Paragraphs A through J of this clause and A through E of the fifth clause below.
- G. **Contract termination: debarment:** A breach of the CONTRACT clauses in Paragraphs A through J of this clause and A through E of the fifth clause below may be grounds for termination of the CONTRACT, and for the debarment as a contractor and a subcontractor as provided in 19 CRR 5.12.
- H. **Compliance with Davis-Bacon and related act requirements:** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 19 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- I. **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 his subcontractors) and the contracting agency, the U.S. Department of Labor or the employees or their relatives.
- J. **Certification of Eligibility:**
 1. By entering into this CONTRACT, the CONTRACTOR certifies that neither she/he 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).
 2. 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).
 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2-5 CONTRACT WORK HOURS and SAFETY ACT CLAUSES FOR ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000. The following clauses in Paragraphs A, B, C, D, and E, below, required by the Contract Work Hours and Safety Standards Act, will also be inserted in full in AIP construction contracts in excess of \$2,000 in addition to the clause required by 29 CFR 5.5(a) or 4.6 of Part 4 of Title 29. As used in the following the terms "laborers" and "mechanics" include watchmen and guards.

- A. **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 laborer or mechanic, in any workweek in which he is employed on such work, to work in excess of 8 hours in any calendar day or in excess of 40 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, whichever is greater.
- B. **Violations; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in Paragraph A, above, the CONTRACTOR or any subcontractor responsible therefore 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 A, above) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph A, above.
- C. **Withholding for unpaid wages and liquidated damages:** 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 any monies payable on account of the 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 administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as set forth in the clause in Paragraph B, above.
- D. **Subcontracts:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in Paragraphs A through D 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 A through D.
- E. **Working conditions:** No CONTRACTOR or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

2-6 ADDITIONAL PROVISIONS FOR CONTRACTS IN EXCESS OF \$2,000. In addition to the provisions in 2-4 and 2-5, above, for contracts in excess of \$2,000, the following is to be included in **all** contracts for work on airport development projects involving labor:

- A. **Veteran's Preference.** In the employment of labor (except in executive, administrative and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

2-7 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS EXCEEDING \$10,000: During the performance of this CONTRACT, the CONTRACTOR agrees as follows, except any CONTRACTS/subcontracts (or certifications preliminary thereto) with a State or local government or any agency, instrumentality or subdivision thereof shall not be applicable to any agency, instrumentality, or subdivision of such governments which does not participate in work on or under the CONTRACT or subcontract.

- A. 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, or national origin. Such action shall include, but not be limited to the following: employments, 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.
- B. 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 consideration for employment without regard to race, color, religion, sex, or national origin.
- C. 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.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to these books, records, and accounts by the Federal Aviation Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. 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, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, of Executive Order 11246 of September 24, 1965, as amended, 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 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 Federal Aviation Administration, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

DIVISION II

SECTION 3

**STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY REQUIREMENTS**

3-1 REQUIRED NOTICES FOR CONTRACTS OVER \$10,000. The regulations and orders of the Secretary of Labor, Office of Federal Contract Compliance Program (OFCCP), and FAR Part 152.61 require that the SPONSOR and/or its contractor(s) include in invitation for Bids or negotiations for contracts over \$10,000 the following notices:

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED).

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 work force in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)

Goals for female participation in each trade (6.9%)

These goals are applicable to all 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 nonfederally 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 her/his 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 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 the Notice and in the CONTRACT resulting from this solicitation, the "covered area" is the one or more geographical areas indicated under Paragraph 1.a(2), above.

B. Contractor/Subcontractor Reporting - 41 CFR 60-1.7:

1. **Monthly Utilization Reports (SF-257):** Monthly Utilization Reports (SF 257) may be required to be submitted to the area office of the OFCCP. This requirement applies to CONTRACTs to be performed in areas designated by the Department of Labor. CONTRACTORS should contact the area office of the Department of Labor to see if this report is required.
2. **Employer Information Report (SF 100):** CONTRACTORS/subcontractors working on federally-assisted projects are required to file with the sponsor annually, on or before March 31, complete and accurate reports on Standard Form 100 (Employer Information Report, EEO-1). The first such report is required within 30 days after award, unless the CONTRACTOR/subcontractor has submitted such a report within 12 months preceding the date of award (the FAA or the Department of Labor can designate other intervals). This form is normally furnished based on a mailing list, but can be obtained from the Equal Employment Opportunity Commission (EEOC) - Survey Division, 2401 E Street, NW, Washington, D.C. 20507 or by calling (202) 634-6750. The report is required if a CONTRACTOR or subcontractor meets all of the following conditions:
 - a. **Nonexempt:** If CONTRACTORS/subcontractors are not exempt based on 41 CFR 60-1.5;
 - b. **Number of Employees:** Has 50 or more employees;
 - c. **Dollar Level:** Has a CONTRACT or subcontract amounting to \$50,000 or more; and
 - d. **CONTRACTOR/subcontractor:** Is a prime CONTRACTOR or first tier subcontractor. Some subcontractors below the first tier who work at the site are required to file if they meet the above requirements.

- C. The successful bidder will be required to submit a Certification of Nonsegregated Facilities with each proposal, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in the specifications.

3-2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246, AS AMENDED)

- A. As used in these SPECIFICATIONS:
1. "Covered Area" means the geographical area described in the solicitation from which this CONTRACT resulted;
 2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority;

3. "Employer Identification Number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. 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
 - d. 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).
- B. Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, she/he 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.
- C. 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, her/his 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 must 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 make good faith efforts to achieve the Plan's goals and timetables.
- D. The CONTRACTOR shall implement the specific affirmative action standards provided in Paragraphs 2g (1) through (16) 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 she/he has employees in the covered area. Covered construction CONTRACTORS performing construction work in geographical areas 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 toward its goals in each craft during the period specified.

- E. 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, as amended, or the regulations promulgated pursuant thereto.
- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. 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 her/his effort to achieve maximum results from her/his actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
1. 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 on-site 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.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 3. 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 therefor, along with whatever additional actions the CONTRACTOR may have taken.
 4. 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, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
 5. 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 g(2) above.

6. 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.
7. 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 on-site 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.
8. 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.
9. 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.
10. 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 work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation 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.
13. 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.
14. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. 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.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.
- H. CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through (16)). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(1) through (16) 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 work force participation, makes a good faith effort to meet its individual goals and time table, 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.
- I. 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, the CONTRACTOR may be in violation of the Executive Order if a 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).
- J. 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.
- K. The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
- L. 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.
- M. 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 G 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 Executive Order 11246, the implementing regulations, or these SPECIFICATIONS, the Director shall proceed in accordance with 41 CFR 60-4.8.

- N. 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 numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainees, 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 these requirements, contractors shall not be required to maintain separate records.

- O. 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).

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DIVISION II

SECTION 4

REQUIREMENTS UNDER THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

4-1 GENERAL. This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation By Disadvantaged Business Enterprise in Department of Transportation (DOT) Programs". Portions of the Regulations are set forth hereunder and the Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

- A. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies.
- C. A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DBE joint venturer must submit *documentation in accordance with appropriate sections* of the Regulations.
- D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.
- E. Credit for a DBE vendor of materials or supplies is limited to 20 percent of the price, unless the vendor manufactures or substantially alters the goods.
- F. A DBE must be certified before credit may be allowed toward the DBE goal. The SPONSOR shall have available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The SPONSOR shall make the directory available to bidders and proposers in their efforts to meet the DBE requirements. It shall specify which firms the DOT, the SPONSOR, or the Small Business Administration has determined to be eligible DBEs in accordance with procedures set forth in the Regulations.

4-2 DBE ASSURANCES.

- A. **Policy:** *It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of CONTRACTS financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.*
- B. **DBE Obligation:** *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 the DOT-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 recipient deems appropriate.

C. **Prompt Payment:** 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 SPONSOR. The prime CONTRACTOR agrees further to return retainage payments to each subcontractor within 30 days after the prime CONTRACTOR receives said payment from the SPONSOR. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

4-3 DBE GOALS. The DBE goal for this project is 12% of the total amount bid. Based on the 9th Circuit Court Decision in *Western States Paving v. Washington State Department of Transportation*, the CITY/COUNTY has determined that it is appropriate to use a race/gender neutral goal. The CITY/COUNTY encourages all bidders to take active race/gender neutral steps to include DBE's in this and other airport contracts. Race/gender neutral steps include: unbundling large contracts, subcontract work the prime contractor may self-perform, provide bonding or financing assistance, provide technical assistance, etc. This contract may be awarded without the lowest responsive bidder meeting the goal, but must demonstrate good faith effort to meet the goal.

A pre-bid meeting may be scheduled if necessary. One of the purposes of this meeting will be to inform DBEs of subcontracting opportunities. Attendance at this meeting is desirable for demonstrating reasonable effort to meet the goal of DBE participation.

4-4 AWARD OF CONTRACT. The SPONSOR reserves the right to reject any or all bids. The award of CONTRACT, if it be awarded, will be to the lowest responsible and *responsive* bidder without consideration of bidder's ability to meet DBE goals.

4-5 DBE INFORMATION. After the bid opening and before the award of the CONTRACT, those bidders/proposers that have submitted a CONTRACT price that has been determined to be reasonable will be asked by the SPONSOR, to submit within *ten (10) days a Letter of Intent (see Sample Forms) for each DBE they propose to use, the type of subcontract work each DBE will perform, and the dollar value of each proposed DBE subcontract.*

Additional information shall include the names of DBEs to be used with complete description of work or supplies to be provided by each and the dollar value of each such DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of said work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of said work.

The information necessary to establish the Bidder's good faith efforts to meet the DBE goal should include:

A. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for DBE participation for this project was placed by the Bidder.

- B. The names and dates notices of all certified DBEs solicited by *fax or* direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work for which the Bidder requested subbids or materials to be supplied by DBEs, the information furnished interested DBEs in the way of plans, specifications, and requirements for the work, and any break down of items of work into economically feasible units to facilitate DBE participation.

Where there are DBEs available for doing portions of the work normally performed by the Bidder with his own forces, the Bidder will be expected to make portions of such work available for DBEs to bid on.

- D. The names of DBEs who submitted bids for any of the work indicated in (c) above which were not accepted, a summary of the Bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of the work, and the reasons for the Bidder's choice. If the reason for rejecting a DBE bid was price, give the price bid by the rejected DBE and the price bid by the selected CONTRACTOR or supplier. Since the utilization of available DBEs is expected, only significant price differences will be considered as cause for rejecting such DBE bid.
- E. Assistance that the Bidder has extended to DBEs identified in (d) above to remedy the deficiency in their subbids.
- F. Any additional data to support a demonstration of good faith effort such as contacts with DBE assistance agencies.

4-6 SUBCONTRACTOR.

- A. No substitution of a DBE subcontractor shall be made at any time without the written consent of the SPONSOR.
- B. If a DBE subcontractor is unable to perform successfully and is to be replaced, the CONTRACTOR will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor.

4-7 DBE RECORDS. The CONTRACTOR shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

Upon completion of the CONTRACT, a summary of these records shall be prepared and certified correct by the CONTRACTOR or his authorized representative, and shall be furnished to the SPONSOR.

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DIVISION II

SECTION 5

MINIMUM WAGE

All labor on this PROJECT shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (*Federal Wage Rates*), or by the State of California's Director of the Department of Industrial Relations (*State Wage Rates*), in accordance with the provisions of these SPECIFICATIONS. The minimum Federal wage rates applicable to this PROJECT *are attached as Exhibit 5A. State Wage Rates are attached as Exhibit 5B.*

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EXHIBIT 5A

FEDERAL WAGE RATES

EXHIBIT 5B

STATE WAGE RATES

DIVISION III
General Provisions

DIVISION III
GENERAL PROVISIONS
SECTION 10
DEFINITION OF TERMS

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

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

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the Airport to a public highway.

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

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

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

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

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the OWNER, of the successful bidder's proposal.

10-09 BASE. *A layer of specified material of planned thickness placed immediately below the pavement or surfacing.*

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 CAAP. *California Aid to Airports Program.*

10-13 CALENDAR DAY. Every day shown on the calendar.

10-14 CHANGE ORDER. A written order to the CONTRACTOR covering changes in the PLANS, SPECIFICATIONS, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the CONTRACT.

10-15 CONTRACT. The written agreement covering the work to be performed. The awarded CONTRACT shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans; and any addenda issued to bidders.

10-16 CONTRACT ITEM (PAY ITEM). A specifically defined unit of work for which a price is provided in the *CONTRACT bid schedule, or that is added by CHANGE ORDER. The price bid or introduced by CHANGE ORDER for each contract item shall include all costs associated with the work included in the item, and only those costs.*

10-17 CONTRACT TIME. The number of calendar days or working days, as 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.

10-18 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.

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

10-20 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the OWNER to be responsible for engineering inspection of the CONTRACT work and acting directly or through an authorized representative.

10-21 ENGINEER'S ESTIMATE. The list of estimated quantities of work to be performed as contained in the Bidder's Proposal Form.

10-22 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-23 EXTRA WORK. An item of work not provided for in the awarded CONTRACT as previously modified by change order or supplemental agreement, but which is found by the ENGINEER to be necessary to complete the work within the intended scope of the CONTRACT.

10-24 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.

10-25 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-26 FORCE ACCOUNT. Force account construction work is extra work required by the ENGINEER for which a negotiated price has not been established. Force account construction shall be accomplished through the use of material, equipment, labor, and supervision provided by the CONTRACTOR pursuant to orders by the OWNER.

10-27 GRADING PLANE. *The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.*

10-28 INSPECTOR. An authorized representative of the ENGINEER assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the CONTRACTOR.

10-29 INTENTION OF TERMS. Whenever, in these SPECIFICATIONS or on the PLANS, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the ENGINEER is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the ENGINEER, subject in each case to the final determination of the OWNER.

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

10-30 LABORATORY. The official testing laboratories of the OWNER or such other laboratories as may be designated by the Engineer.

10-31 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the Airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the Airport or to aid in the operation or aircraft landing at, taking off from, or taxiing on the airport surface.

10-32 LIQUIDATED DAMAGES. *The amount prescribed in the SPECIFICATIONS, pursuant to the authority of Government Code Section 53069.85, to be paid to the OWNER or to be deducted from any payments due or to become due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the SPECIFICATIONS.*

10-33 LUMP SUM. A term used to describe a contract item, which means the total payment or price of the item, including all labor, materials, equipment, incidentals, profit and overhead, and for which a schedule of values is to be provided upon request.

10-34 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 percent of the total amount of the awarded CONTRACT. All other items shall be considered minor contract items.

10-35 MATERIALS. Any substance specified for use in the construction of the contract work.

10-36 NOTICE TO PROCEED. A written notice to the CONTRACTOR to begin the actual contract work. 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. For AIP contracts, the term "SPONSOR" shall have the same meaning as the term "OWNER". Where the term is capitalized in this document, it shall mean airport owner or sponsor only.

10-38 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-39 PAYMENT BOND. The approved form of security furnished by the CONTRACTOR and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-40 PERFORMANCE BOND. The approved form of security furnished by the CONTRACTOR and his surety as a guaranty that the CONTRACTOR will complete the work in accordance with the terms of the CONTRACT.

10-41 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the Airport and the work to be done and which are to be considered as a part of the CONTRACT, supplementary to the SPECIFICATIONS.

10-42 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to the Airport.

10-43 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.

10-44 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a CONTRACT if his proposal is accepted by the OWNER.

10-45 RUNWAY. The area on the Airport prepared for the landing and takeoff of aircraft.

10-46 SCHEDULE OF VALUES. *A schedule of values is a detailed, itemized cost breakdown including profit and overhead, of the amount bid for a lump sum contract item.*

10-47 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.

10-48 SPONSOR. See definition above of "OWNER".

10-49 STATE CONTRACT ACT. *Chapter 3, Part 5, Division 3, Title 2, of the Government Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this CONTRACT to the same extent as if set forth herein in full.*

10-50 STATE STANDARD SPECIFICATIONS. *The SPECIFICATIONS issued by the State of California, Department of Transportation, entitled, "Standard Specifications, May 2006, CALTRANS."*

10-51 STRUCTURES. Airport facilities such as; bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes,

lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and, other manmade features of the Airport that may be encountered in the work and not otherwise classified herein.

10-52 SUBBASE. *A layer of specified material of planned thickness between a base and the subgrade materials.*

10-53 SUBGRADE. The soil which forms the pavement foundation.

10-54 SUPERINTENDENT. The CONTRACTOR's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the ENGINEER, and who shall supervise and direct the construction.

10-55 SUPPLEMENTAL AGREEMENT. A written agreement between the CONTRACTOR and the OWNER covering: 1) work that would increase or decrease the total amount of the awarded CONTRACT, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded CONTRACT, or 2) work that is not within the scope of the originally awarded CONTRACT.

10-56 SURETY. The corporation, partnership, or individual, other than the CONTRACTOR, executing payment or performance bonds which are furnished to the OWNER by the CONTRACTOR.

10-57 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-58 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the CONTRACTOR's performance of all duties and obligations imposed by the CONTRACT, PLANS, and SPECIFICATIONS.

10-59 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 6 hours toward completion of the CONTRACT. Unless work is suspended for causes beyond the CONTRACTOR's control, Saturdays, Sundays, and holidays on which the CONTRACTOR's forces engage in regular work, requiring the presence of an inspector, shall be considered work days.

DIVISION III

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-1 ADVERTISEMENT (Notice to Bidders). The "Advertisement for Bids" included in the front of these SPECIFICATIONS will be (or has been) published at such places and at such times as required by local law or ordinances and is made a part of the "Contract Documents".

20-1 20-2 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the OWNER satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the OWNER satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the CONTRACTOR's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the OWNER.

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

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

20-3 CONTENTS OF PROPOSAL FORMS. The OWNER shall furnish bidders with proposal forms. *A proposal form packet is separately bound in the back of these SPECIFICATIONS for use by the bidders.* All papers included in the proposal form packet are necessary parts and must not be detached.

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

20-4 ISSUANCE OF PROPOSAL FORMS. The OWNER reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- A. Failure to comply with any prequalification regulation 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. CONTRACTOR default under previous CONTRACTS with the OWNER.

D. Unsatisfactory work on previous CONTRACTS with the OWNER.

20-5 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 and accepted by the OWNER. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-2 without in any way invalidating the unit bid prices.

20-6 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. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed CONTRACT. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed CONTRACT, PLANS, and SPECIFICATIONS.

Boring logs and other records of subsurface investigations and tests that may have been prepared for this project are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the PLANS, SPECIFICATIONS, or otherwise made available to the bidder, was obtained and is intended for the OWNER's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by the OWNER. *OWNER makes no representations as to the accuracy of the boring log and other records of subsurface investigation results.*

20-7 PREPARATION OF PROPOSAL. The bidder shall submit their proposal on the forms furnished by the OWNER. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of discrepancy between words and numerals, the words, unless obviously incorrect, shall govern.

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

20-8 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

1. 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.

2. If there are unauthorized additions, conditional or alternative pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
3. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of *optional* alternate pay items, for which the bidder is not required to furnish a unit price.
4. If the proposal contains unit prices that are obviously unbalanced.
5. If the proposal is not accompanied by the proposal guaranty specified by the OWNER.

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

20-9 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the OWNER *as liquidated damages in case the successful bidder fails to file satisfactory bonds as required by the Contract Documents, or refuses to enter into a CONTRACT within the specified time.*

20-10 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 before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 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 telegram 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.

20-12 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.

20-13 DISQUALIFICATION OF BIDDERS. A bidder may be considered disqualified and his bid may be rejected for any of the following reasons:

1. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
2. 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.
3. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

4. *For being in arrears on existing CONTRACTS, in litigation with the OWNER, or having defaulted on a previous CONTRACT with the OWNER.*
5. *Having insufficient qualified and competent employees, experienced in the type of work called for herein.*
6. *Lack of competency as revealed by the financial statement, experience, or plan and equipment statements submitted.*
7. *Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.*
8. *Uncompleted work which, in the judgment of the OWNER, might hinder or prevent the prompt completion of the work called for herein, if awarded to the bidder.*
9. *A "nonresponsive bid" as determined by the OWNER.*

DIVISION III

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-1 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

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

- A. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.
- B. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

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

30-2 AWARD OF CONTRACT. The award of a CONTRACT, if it is to be awarded, shall be made within *ninety (90)* calendar days of the date specified for publicly opened proposals, unless otherwise specified herein, *or agreed between the parties.*

If awarded, the CONTRACT will be awarded by the OWNER to the lowest, qualified, responsible bidder whose proposal conforms to the cited requirements of the OWNER.

No award will be made until the FAA has concurred in the SPONSOR's recommendation to make such award and has approved the SPONSOR's proposed CONTRACT.

30-3 CANCELLATION OF AWARD. The OWNER reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a CONTRACT has been fully executed by all parties and is approved by the OWNER in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-4 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest *responsive responsible* bidders, will be returned immediately after the OWNER has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of this section *and subsection 4-4, "Award of Contract," in the Federal-required provisions.* Proposal guaranties of the two lowest bidders will be retained by the OWNER until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the OWNER receives the CONTRACT bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-5 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 which have been fully executed by the bidder and his 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 bond or bonds shall be in a form 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.

30-6 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the CONTRACT and return such signed CONTRACT to the OWNER, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within fifteen (15) calendar days from the date mailed or otherwise delivered to the successful bidder.

30-7 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. This shall constitute the OWNER's approval to be bound by the successful bidder's proposal and the terms of the CONTRACT. Award of the CONTRACT shall also be subject to FAA approval.

30-8 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the CONTRACT and furnish an acceptable surety bond or bonds within the fifteen (15) calendar day period specified above shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the OWNER.

30-9 VERBAL AGREEMENTS. *No verbal agreement or conversation with any officer, agent, or employee of OWNER, either before, during or after the execution of the CONTRACT, shall affect or modify any of the terms or obligations contained in the CONTRACT Documents, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of the CONTRACT.*

DIVISION III
SECTION 40
SCOPE OF WORK

40-1 INTENT OF PLANS AND SPECIFICATIONS. *The intent of the PLANS and SPECIFICATIONS is to prescribe the details for the construction and completion of the work which the CONTRACTOR undertakes to perform in accordance with the terms of the CONTRACT. Where the PLANS or SPECIFICATIONS describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the CONTRACT in a satisfactory and workmanlike manner.*

40-2 ALTERATION OF WORK AND QUANTITIES. The OWNER reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the ENGINEER shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded CONTRACT quantities, provided that the aggregate of such alterations does not change the total CONTRACT cost or the total cost of any major CONTRACT item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded CONTRACT). Alterations which do not exceed the 25 percent limitation shall not invalidate the CONTRACT nor release the surety, and the CONTRACTOR agrees to accept payment for such alterations as if the altered work had been a part of the original CONTRACT. These alterations which are for work within the general scope of the CONTRACT shall be covered by "Change Orders" issued by the ENGINEER. Change orders for altered work shall include changes of CONTRACT time where, in the ENGINEER's opinion, such changes are commensurate with the amount and difficulty of added or reduced work.

Should the aggregate amount of altered work exceed the 25 percent limitation previously specified, such excess altered work shall be covered by supplemental agreement. If the OWNER and the CONTRACTOR are unable to agree on a price 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.

All supplemental agreements shall be approved by the FAA and shall include wage determination as was included in the originally awarded CONTRACT.

40-1 OMITTED ITEMS. The Engineer may, in the OWNER's best interest, omit from the work any CONTRACT item, except major CONTRACT items. Major CONTRACT items may be omitted by a supplemental agreement. Such omission of CONTRACT items shall not invalidate any other CONTRACT provision or requirement.

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

40-4 EXTRA WORK. Should acceptable completion of the CONTRACT require the CONTRACTOR to perform an item of work for which no basis of payment has been provided in the original CONTRACT or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the CONTRACT shall be covered by written change order. Change orders for such extra work shall contain agreed prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the CONTRACT time that, in the ENGINEER's opinion, is necessary for completion of such extra work.

The OWNER, through the ENGINEER, may order the CONTRACTOR to proceed with extra work by force account as provided in subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-5.

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 previously defined.

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.

40-5 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. It is understood and agreed that the CONTRACTOR shall provide for the free and unobstructed movement of aircraft in the air operations areas of the Airport with respect to his own operations and the operations of all his subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80-4. It is further understood and agreed that the CONTRACTOR shall provide for the uninterrupted operation of visual and electronic signals, (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the Airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his own operations and the operations of all his 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.

When the CONTRACT requires the maintenance of vehicular traffic on an existing road, street, or highway *clean and* open during the CONTRACTOR's performance of work that is otherwise provided for in the CONTRACT, PLANS, and SPECIFICATIONS, the CONTRACTOR shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The CONTRACTOR shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The CONTRACTOR shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets, or highways. Unless otherwise specified herein, the CONTRACTOR will not be required to furnish snow removal for such existing road, street, or highway.

The CONTRACTOR shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various CONTRACT items.

40-6 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the CONTRACTOR, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various CONTRACT items.

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

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

40-7 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the CONTRACTOR encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the CONTRACT to be either embankment or waste, he may at his option either:

1. Use such material in another CONTRACT item, providing such use is approved by the ENGINEER and is in conformance with the CONTRACT SPECIFICATIONS applicable to such use; or,
2. Remove such material from the site, upon written approval of the ENGINEER; or,
3. Use such material for his own temporary construction on site; or,
4. Use such material as intended by the terms of the CONTRACT.

Should the CONTRACTOR wish to exercise option 1, 2, or 3, he shall request the ENGINEER's approval in advance of such use.

Should the ENGINEER approve the CONTRACTOR's request to exercise option 1, 2, or 3, the CONTRACTOR shall be paid for the excavation or removal of such material at the applicable CONTRACT price. The CONTRACTOR shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the CONTRACT work. The CONTRACTOR shall not be charged for his use of such material so used in the work or removed from the site.

It is understood and agreed that the CONTRACTOR shall make no claim for delays by reason of his exercise of option 1, 2, or 3.

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.

40-8 FINAL CLEANING UP. 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. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the CONTRACTOR has obtained the written permission of such property OWNER and the ENGINEER.

40-9 RECORD DRAWINGS. The CONTRACTOR shall maintain record drawings of all work continuously as the job progresses. A separate set of prints, for this purpose only, shall be kept at the job site at all times. It shall be required that these drawings be up to date and be reviewed by the inspector at the time each progress bill is submitted. All deviations from the drawings, exact locations and sizes of all utilities, mechanical and electrical lines, equipment details, and all stubouts and connections for future expansion, shall be fully incorporated.

DIVISION III
SECTION 50
CONTROL OF WORK

50-1 AUTHORITY OF THE ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the SPECIFICATIONS or PLANS relating to the work, the fulfillment of the CONTRACT on the part of the CONTRACTOR, and the rights of different CONTRACTORS on the Project. The ENGINEER shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the CONTRACT.

The ENGINEER shall determine the adequacy of the CONTRACTOR's methods, plant, equipment and appurtenances and may order the work stopped when necessary to prevent its improper execution; may reject any work and materials which in his opinion does not conform to the requirements of the CONTRACT; shall decide all questions which may arise as to the obligation of the CONTRACTOR to do any particular work or to furnish any particular materials or as to the reasonable value of any additional work or materials required by the ENGINEER, or as to the deductions to be made from the CONTRACT price for the work specified herein by reason of any work or materials directed by the ENGINEER to be omitted. All instructions, rulings and decision of the ENGINEER shall be made promptly and shall be in writing if so requested by the CONTRACTOR, and all such instructions, rulings, and decisions shall be final and binding.

In carrying out any of the above provisions or in exercising any power or authority granted to him by the CONTRACT Documents, there shall be no liability upon the ENGINEER or his authorized assistants, either personally or as an official of the OWNER, it being understood that in such matters the ENGINEER acts as an agent and representative of the OWNER.

50-2 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the CONTRACT, PLANS, or SPECIFICATIONS.

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

If the ENGINEER finds the materials furnished, work performed, or the finished product are not in reasonable close conformity with the PLANS and SPECIFICATIONS and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise

corrected by and at the expense of the CONTRACTOR in accordance with the ENGINEER's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the CONTRACTOR's responsibility to complete the work in accordance with the CONTRACT, PLANS, and SPECIFICATIONS. The term shall not be construed as waiving the ENGINEER's right to insist on strict compliance with the requirements of the CONTRACT, PLANS and SPECIFICATIONS during the CONTRACTOR's prosecution of the work, when, in the ENGINEER's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the ENGINEER with the authority to use good ENGINEERING judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the CONTRACT, PLANS and SPECIFICATIONS.

50-3 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The CONTRACT, PLANS, and SPECIFICATIONS, and all referenced standards cited are essential parts of the CONTRACT requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, figured dimensions, unless obviously incorrect, will govern over scaled dimensions; *SPECIFICATIONS* shall govern over the *PLANS*; the Special Provisions shall govern over *SPECIFICATIONS* and *PLANS*; detail drawings shall prevail over general drawings.

The CONTRACTOR shall not take advantage of any apparent error, omission, or *discrepancies* on the *PLANS* and *SPECIFICATIONS*. In the event the CONTRACTOR discovers any apparent error, *omission*, or discrepancy, he shall immediately call upon the ENGINEER for his interpretation and decision, and such decision shall be final.

50-4 COOPERATION OF CONTRACTOR. The CONTRACTOR will be supplied with 5 copies each of the *PLANS* and *SPECIFICATIONS*. He shall have available on the work at all times one copy each of the *PLANS* and *SPECIFICATIONS*. Additional copies of *PLANS* and *SPECIFICATIONS* may be obtained by the CONTRACTOR for the cost of reproduction.

The CONTRACTOR shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the ENGINEER and his inspectors and with other CONTRACTORS in every way possible. The ENGINEER shall allocate the work and designate the sequence of construction in case of controversy between CONTRACTORS. The CONTRACTOR shall have a competent English-speaking superintendent on the work at all times who is fully authorized as his agent on the work. The superintendent shall be capable of reading and thoroughly understanding the *PLANS* and *SPECIFICATIONS* and shall receive and fulfill instructions from the ENGINEER or his authorized representative. The superintendent shall not be changed during the term of the CONTRACT without approval of the ENGINEER unless the superintendent is no longer an employee of the CONTRACTOR.

50-5 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 his work so as not to interfere with or hinder the progress of completion of the work being performed by other CONTRACTORS. CONTRACTORS working on the same project shall cooperate with each other as directed by the ENGINEER.

Each CONTRACTOR involved shall assume all liability, financial or otherwise, in connection with his CONTRACT and shall protect and save harmless the OWNER from any and all damages or claims that may arise because of the presence and operations of other CONTRACTORS working within the limits of the same project.

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

50-5.1 ORDER OF WORK. *When required by the Special Provisions or PLANS, the CONTRACTOR shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.*

50-6 CONSTRUCTION LAYOUT AND STAKES. The ENGINEER shall establish horizontal and vertical control only. The CONTRACTOR must establish all layout required for the construction of the work. Such stakes and markings as the ENGINEER may set for either his/her own or the CONTRACTOR's guidance shall be preserved by the CONTRACTOR. In case of negligence on the part of the CONTRACTOR, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the CONTRACTOR at the discretion of the ENGINEER.

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

The CONTRACTOR must give weekly copies of the survey notes to the ENGINEER so that the ENGINEER may check them as to accuracy and method of staking. All areas that are staked by the CONTRACTOR must be checked by the ENGINEER prior to beginning any work in the area. The ENGINEER will make periodic checks of the grades and alignment set by the CONTRACTOR. In case of error on the part of the CONTRACTOR, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the PLANS or established by the ENGINEER, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the OWNER.

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

Construction Staking and Layout includes but is not limited to:

Clearing and Grubbing perimeter staking.

Rough Grade slope stakes at 100-foot stations.

Drainage Swales slope stakes and flow line blue tops at 50-foot stations.

Subgrade blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:

- a. Runway – minimum 5 per station

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

Base Course blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:

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

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by CONTRACTOR) at 100 foot stations
- b. Between Lifts at 25 foot stations for the following section locations:
 - (1). Runways – each paving lane width
 - (2). Taxiways – each paving lane width
 - (3). Holding areas – each paving lane width
- c. After finish paving operations at 50 foot stations
 - (1). All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50 foot stations and at all break points with maximum of 50 foot offsets

Fence lines at 100 foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASI's, PAPI's, REIL's, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint CONTRACTOR. (All nails shall be removed after painting)

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (i.e. paving lane).

NOTE: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the ENGINEER without additional cost to the OWNER.

50-7 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the CONTRACT and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the CONTRACT.

50-7.1 EQUIPMENT AND PLANTS. *Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the Project. Plants shall be designated and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure the production of sufficient materials to carry the work to completion within the time limit.*

Whenever batching or mixing plant equipment is required to be operated automatically under the CONTRACT and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided, in the ENGINEER's opinion, this method of operations will produce results which conform to all other requirements of the CONTRACT.

50-8 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the OWNER shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the CONTRACT. Inspectors are not authorized to issue instructions contrary to the PLANS and SPECIFICATIONS or to act as foreman for the CONTRACTOR.

Inspectors employed by the OWNER are authorized to notify the CONTRACTOR or his representative of any failure of the work or materials to conform to the requirements of the CONTRACT, PLANS, or SPECIFICATIONS and to reject such nonconforming materials in question until such issues can be referred to the ENGINEER for his decision.

50-9 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the ENGINEER. The ENGINEER shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make a complete and detailed inspection.

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

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

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

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the CONTRACT, PLANS and SPECIFICATIONS will be considered unacceptable, unless otherwise determined acceptable by the ENGINEER as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

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

Work done contrary to the instructions of the ENGINEER, work done beyond the lines shown on the PLANS or as given, 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, moved, or replaced at the CONTRACTOR's expense.

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

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

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

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

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the CONTRACTOR at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the ENGINEER shall immediately notify the CONTRACTOR of such noncompliance. Such notification shall specify a reasonable time within which the CONTRACTOR shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the emergency that exists.

Should the CONTRACTOR fail to respond to the ENGINEER's notification, the ENGINEER may suspend any work necessary for the OWNER to correct such unsatisfactory maintenance condition. Any maintenance cost incurred by the OWNER shall be deducted from monies due or to become due the CONTRACTOR.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the CONTRACTOR substantially completes a usable unit or portion of the work, the occupancy of which will benefit the OWNER, he may request the ENGINEER to make final inspection of that unit. If the ENGINEER finds upon inspection that the unit has been satisfactorily completed in compliance with the CONTRACT, he may accept it as being completed, 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. *The warranty period on any unit so accepted shall not begin to run until the entire work is completed and accepted.*