



Siskiyou County, California
Weed Airport

Volume I

Bidding and Contract Documents

Issued for Bid

April 2023

Taxiway and Apron Reconstruction Project - Phase 1

FAA AIG No. 3-06-0274-017-2023

FAA AIP No. 3-06-0274-018-2023

Sponsor: Ms. Joy Hall
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**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

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NOTICE OF INVITATION FOR BID

BID INVITATION NUMBER: **AIG Project No. 3-06-0274-017-2023**
AIP Project No. 3-06-0274-018-2023

BID OPENING DATE AND TIME: **Wednesday, April 26, 2023 at 12:00 PM (Local Time)**

LOCATION: Siskiyou County General Services
190 Greenhorn Drive
Yreka, CA 96097

Sealed bids for the service/improvement specified will be received by Siskiyou County at the Office of General Service, until the time and date cited above. Bids received by the correct time and date will be opened publicly and read aloud at the Siskiyou County, Yreka, CA.

Late bids, bids with insufficient postage, and bids that are not signed in the appropriate place in the Bidder's Offer section will not be considered under any circumstances. All bids shall be addressed to the General Services, 190 Greenhorn Drive, Yreka, California, 96097, and shall be marked: "Weed Airport, Taxiway and Apron Reconstruction Project – Phase 1, AIG Project No. 3-06-0274-017-2023 and AIP Project No. 3-06-0274-018-2023."

Bids must be submitted in a sealed envelope. The bid invitation number and Bidder's name and address should clearly be indicated on the envelope. All bids must be completed in ink or typewritten and the entire specification book returned with the bid intact, along with all descriptive literature by the time and date cited above.

The work in the contract is included in Airport Improvement Grant Project No. 3-06-0274-017-2023 and Airport Improvement Program Project No. 3-06-0274-018-2023 which is being undertaken and accomplished by Siskiyou County in accordance with the terms and conditions of a financial grant agreement between the City and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987, and the California Aeronautics Program.

I. PROJECT DESCRIPTION

The Contractor shall provide unit prices for both the base bid. The Construction of the Taxiway and Apron Reconstruction Project – Phase 1 includes two (2) base bid schedules and two bid alternates as follows:

Base Bid Schedules I and II include the pulverization of the existing asphalt taxiways and aprons, earthwork and grading operations, pulverizing the existing pavement section, subgrade preparation, re-use of the pulverized material as recycled asphalt aggregate base, asphalt concrete, installation of storm drain pipe and facilities, pavement markings, and installation of airfield electrical facilities.

Bid Alternates 1 and 2 include the pulverization of the existing asphalt taxiways and aprons, earthwork and grading operations, pulverizing the existing pavement section, subgrade preparation, re-use of the pulverized material as recycled asphalt aggregate base, asphalt concrete, installation of storm drain pipe and facilities, pavement markings, and installation of airfield electrical facilities.

II. FEDERAL REQUIREMENTS

- A) The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Opportunity (EEO) and Federal Labor Provisions.
- B) All labor on the project shall be paid no less than the minimum wage rates established by the U.S. Secretary of Labor.
- C) Each Bidder must supply all the information required by the bid documents and specifications.
- D) The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents.
- E) Each Bidder must complete, sign and furnish, 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.
- F) A contractor having 50 or more employees and his subcontractors having 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.
- G) To be eligible for award, each bidder must comply with the affirmative action requirements which are contained in the specifications.
- H) Disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 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 23 applies to this agreement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities. Siskiyou County has set a DBE race conscious contract goal of 3.0% for the project. Award of the contract is conditioned upon meeting the DBE contract goal or demonstrating that good faith efforts have been made pursuant to Appendix A of Title 49 CFR Part 26. The determination regarding whether good faith efforts has been made will be made at the sole discretion of Siskiyou County. DBE participating firms must be certified as disadvantaged business enterprises prior to bid submission. Failure to meet the goal or make good faith efforts to meet the goal may render a bidder non-responsive. DBE participants must be listed in the bid as instructed. DBE participation is required. If a bidder cannot meet the advertised DBE goal, the bidder must submit good faith efforts with its bid in order to be considered responsive.
- I) All solicitations, contracts and subcontracts resulting from projects funded under the AIP must contain 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.
- J) 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.
- K) The Contractor shall require all subcontractors on any first tier subcontracts in excess of \$50,000 and who employ 50 or more employees to file a compliance report (SF 100) prior to award of the subcontract.

III. STATE REQUIREMENTS

- A) Contractors desiring to bid on this work shall be presently licensed in accordance with California State law.
- B) Prevailing wage rates for California shall be paid to all classifications of labor as required by the laws of the State of California (The greater of either Davis Bacon or California Prevailing Wages)
- C) 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 an award of any contract entered into pursuant to this advertisement. A race/gender neutral goal is established for this project.

IV. PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS

Copies of the Plans and Specifications will be on file for download and/or viewing at the Siskiyou County Website, Association of California Airports website, and Shasta Builder's Exchange, 2990 Innsbruck Drive, Redding, CA 96003.

A non-mandatory pre-bid conference will be held for this project on April 12, 2023 at 12:00pm Local Time. All Contractors interested in the project are encouraged to visit the site. A preconstruction conference will be held at the Airport prior to the commencement of construction.

Siskiyou County reserves the right to waive any and all technicalities and reject any or all bids as may be deemed to be in the Owner's best interest.

Dated at Siskiyou County, California this 4th day of April 2023.

SISKIYOU COUNTY

Joy Hall
Director of General Services
PUBLISH: Date April 3, 2023

INSTRUCTION TO BIDDERS

These Instructions to Bidders may modify sections within the General Provisions and Special Provisions in which case these Instructions to Bidders shall govern.

ARTICLE 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Provisions and Special Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.
 - B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation for Bid may be obtained from the Issuing Office. Refer to Notice of Invitation for Bid for information on examination and procurement of documents. All plan holders shall be responsible for submitting accurate information to the ENGINEER at the time of purchasing plans and specifications. As a minimum, the information submitted to the ENGINEER shall include the name of company, current mailing address, telephone and telecopier (FAX) number. The OWNER and ENGINEER shall not be responsible for non-receipt of addendums due to incorrect or missing information furnished by the plan holder.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids for the work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.1 Bidders shall be experienced in the kind of work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory

manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which should delay the commencement, prosecution or completion of the work. A bid may be rejected if Bidder does not submit completed federal assurances with their bid.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.1 Before submitting the bid, each Bidder must:
- a) Examine the Contract Documents thoroughly
 - b) Visit the site to familiarize himself with local conditions that may in any manner that may affect performance of the work
 - c) Familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting the performance of the work
 - d) Carefully correlate his observations with the requirements of the Contract Documents

Reference is made to the Special Provisions for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site, or otherwise affecting performance of the work, which have been relied upon by the engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the Contract Documents.

The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this article.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.1 A Pre-Bid conference will be held for this project on April 12, 2023 and 12:00pm Local time. Credentials to attend the Pre-bid conference virtually will be sent to Plan Holders prior to the meeting.

ARTICLE 6 - INTERPRETATIONS AND ADDENDA

- 6.1 All questions about the meaning or intent of the Bid Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by ENGINEER as having received the Bid Documents. Questions received less than ten days prior to the date for opening of bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 6.2 Addenda may be issued to clarify, correct, or change the Bid Documents as deemed advisable by OWNER or ENGINEER.
- 6.3 Addenda issued before the time in which to submit bids shall be included in the bid and shall be made a part of the Contract Documents.

ARTICLE 7 - BID SECURITY

- 7.1 A bid must be accompanied by a Bid Security made payable to OWNER in an amount of 10% of Bidder's maximum bid price and in the form of a certified or bank check or a Bid Bond on the form attached issued by a surety meeting the requirements of the State of California.
- 7.2 If the security is submitted in the form of a bond, it shall be issued and executed solely by a surety company or companies that hold a Certificate of Authority to Transact Surety Business in the State of California issued by the Director of the Department of Insurance. An individual surety or sureties will not be accepted. A copy of the surety's current Certificate of Authority to Transact Surety Business in the State of California shall accompany the Bid Bond. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power. The Bid Bond shall be in the form required by California Revised Statutes and shall name the Owner as obligee.
- 7.3 The Bid Security of the successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the effective date of the agreement or 91 days after the bid opening, whereupon Bid Security furnished by such Bidders will be returned.
- 7.4 Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the bid opening.

ARTICLE 8 - CONTRACT TIMES

- 8.1 The times for substantial completion and readiness for final payment are to be set forth by Bidder in the bid and will be entered into the agreement (or incorporated therein by reference to the specific language of the bid). The times will be taken into consideration by OWNER during the evaluation of bids, and it will be necessary for the apparent successful Bidder to satisfy OWNER that it will be able to achieve substantial completion and be ready for final payment within the times designated in the Bid. See Article 3 of the construction contract for work milestones and durations of construction activities.

ARTICLE 9 - LIQUIDATED DAMAGES

9.1 Provisions for liquidated damages are set forth in SP1-13 of the Special Provision No. 1.

ARTICLE 10 - SUBSTITUTE AND "OR-EQUAL" ITEMS

10.1 The contract, if awarded, will be on the basis of materials and equipment specified or described in the Bid Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bid Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the effective date of the agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 60 of the General Provisions.

ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.1 The apparent successful Bidder, and any other Bidder so requested, shall within five days after bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, Individuals, or Entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, Individual, or Entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, Individual, or Entity, OWNER may, before the Notice of Award is given, request apparent successful Bidder to submit a substitute, without an increase in the bid.

11.2 If apparent successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, Individuals, or Entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, Individual, or Entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the effective date of the agreement as provided in the Special Provisions.

11.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, Individual, or Entity against whom CONTRACTOR has reasonable objection.

11.4 CONTRACTOR shall not subcontract more than fifty (50) percent of the total contract award amount (exclusive of suppliers).

11.5 All Bidders are hereby advised that this contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, the Federal Labor provisions and the Equal Employment Opportunity (EEO) provisions as contained in the contract, Specifications and Bid Documents.

- 11.6 The Bidder must supply all the information required by the proposal forms and specifications.
- 11.7 The Sponsor, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all Bidders that they must affirmatively insure that in any contract entered into pursuant to this advertisement, the contract 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.
- 11.8 CONTRACTORS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
- 11.9 The successful Bidder will be required to notify all prospective subcontractors of the requirement for certification of non-segregated facilities where the subcontract exceeds \$10,000.
- 11.10 CONTRACTORS and subcontractors may satisfy requirements 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."
- 11.11 The OWNER hereby gives notice that 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 be required to comply with the following:
- a. If the CONTRACTOR has not submitted a complete and accurate Compliance Report within 12 months preceding the date of award, he must file a Compliance Report (SF 100) within 30 days after award of this contract.
 - b. The CONTRACTOR shall require the subcontractor on any first tier subcontracts to file a SF 100 prior to award of the subcontract if the above conditions apply. A SF 100 will be furnished upon request.
- 11.12 A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- 11.13 CONTRACTORS receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ARTICLE 12 - PREPARATION OF BID

- 12.1 The proposal form is included with the Contract Documents and shall not be separated nor shall it be altered in any way unless altered by addendum.
- 12.2 All blanks on the proposal form shall be completed by printing in ink or by typewriter and the bid signed. A bid price shall be indicated for each bid item and alternative. No "Ditto" marks shall be used.
- 12.3 Erasures, interlineations or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of the person signing the proposal form.
- 12.4 Bids shall not contain any recapitulation of the work to be done.
- 12.5 A bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.6 A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 12.7 A bid by an individual shall show the Bidder's name and official address.
- 12.8 A bid by a joint venture shall be executed by each joint venturer in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.
- 12.9 All names shall be typed or printed in ink below the signatures.
- 12.10 The bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the proposal form.
- 12.11 The address and telephone number for communications regarding the bid shall be shown.
- 12.12 The bid shall contain evidence of Bidder's authority and qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the contract. Bidder's state contractor license number for the state of the project, if any, shall also be shown on the bid form.
- 12.13 No oral, telegraphic, faxed or telephone proposal or modifications shall be considered.

ARTICLE 13 - BASIS OF BID; EVALUATION OF BIDS

- 13.1 *Unit Price*

- A. Bidders shall submit a bid on a unit price basis for each item of work listed in the bid schedule.
 - B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and contract price will be determined in accordance with these Contract Documents.
 - C. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 13.2 The bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents.
- 13.3 The Bidder must provide unit prices for all the items in the base bid and all additive alternate bids. The OWNER reserves the right to award the contract based on the lowest responsible and responsive bid for the sum of the base bid, and all of the additive alternate bids.

ARTICLE 14 - SUBMITTAL OF BID

- 14.1 A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or Notice of Invitation for Bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title, the name and address of Bidder, and shall be accompanied by the bid security and other required documents. If a bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed bid shall be addressed to the addressee included in the Notice of Invitation for Bid.
- 14.2 Bid shall be submitted at the time and place indicated in the Notice of Invitation for Bid.
- 14.3 A bid will not be accepted after the time indicated in the Notice of Invitation for Bid. Bid envelopes with insufficient postage will not be accepted by the OWNER. It is the sole responsibility of the Bidder to see that his Bid is delivered and received by the proper time and at the proper place.
- 14.4 In addition to the bid proposal, the following listed documents, which are bound in the Contract Documents, shall be executed in the manner described in herein, unless another manner is indicated.
- a. Bid Proposal
 - b. Certified Copy of Resolution of Board of Directors
 - c. Statutory Bid Bond
 - d. Certificate of Insurability

- e. Non-Collusive Bidding Certification
- f. Bidders Qualification Statement
- g. List of Subcontractors and Suppliers
- h. Certification of Buy American – Construction Projects
- i. Certification of Buy American – Equipment/Building Projects
- j. Certification Regarding Debarment and Suspension
- k. Certification Regarding Domestic Preference for Procurements
- l. Trade Restriction Certification
- m. Certification Regarding Lobbying and Influencing Federal Employees
- n. Certification of Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
- o. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BID

- 15.1 A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.
- 15.2 If within 24 hours after bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid, and the Bid Security will be returned. Thereafter, if the work is rebid, that Bidder will be disqualified from further bidding on the work.

ARTICLE 16 - OPENING OF BIDS

- 16.1 Bids will be opened at the time and place indicated in the Advertisement or Notice of Invitation for Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after the opening of bids.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.1 All bids will remain subject to acceptance for the period of 90 days after the day of the opening of bids, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to the end of this period.

ARTICLE 18 - AWARD OF CONTRACT

- 18.1 OWNER reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. OWNER further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful Bidder.
- 18.2 More than one bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the work may be cause for disqualification of that Bidder and the rejection of all bids in which that Bidder has an interest.
- 18.3 In evaluating bids, OWNER will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the proposal form or prior to the Notice of Award.
- 18.4 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other Individuals or Entities proposed for those portions of the work for which the identity of Subcontractors, Suppliers, and other Individuals or Entities must be submitted.
- 18.5 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, Individuals, or Entities to perform the work in accordance with the Contract Documents.
- 18.6 If the contract is to be awarded, OWNER will award the contract to the Bidder whose bid is the lowest responsive and responsible Bidder and is in the best interests of the project.
- 18.7 The award of the contract shall be made by Siskiyou County to the lowest responsive and responsible bidder for whose proposal conforms to the cited requirements by the owner. The low bid will be based on the sum of the base bid, and all of the additive alternate bids.

ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

- 19.1 Section 30 of the General Provisions, as may be modified by the Special Provisions, sets forth OWNER'S requirements as to performance and payment Bonds.
- 19.2 Special Provision No. 3 sets forth OWNER'S requirements as to insurance.

- 19.3 When the successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such bonds and certificates and endorsement of the required insurance.

ARTICLE 20 - SIGNING OF AGREEMENT

- 20.1 When OWNER gives a Notice of Award to the successful Bidder, it shall be accompanied by the required number of unsigned bounded Contract Documents for execution of the agreement and the other Contract Documents which are identified in the agreement as attached thereto. Within 10 days thereafter, successful Bidder shall sign and deliver the required number of bound Contract Documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed and executed Contract Document to successful Bidder.
- 20.2 Upon execution of the agreement, the CONTRACTOR shall provide a letter of certification from the Industrial Commission of California that the CONTRACTOR is insured by the State Compensation Fund or is an authorized self-insurer, or a certificate of insurance issued by an insurance company authorized by the Insurance Department of California to write Workmen's Compensation and Occupational Disease Insurance in the State of California.

ARTICLE 21 - SALES AND USE TAXES

- 21.1 Refer to SP1-14 of the Special Provisions No. 1 for State sales and use taxes on materials and equipment.

ARTICLE 22 - NOTICE TO PROCEED

- 22.1 Issuance of the Notice to Proceed shall be as stated in the General Provisions.

ARTICLE 23 - RETAINAGE

- 23.1 Provisions concerning CONTRACTOR'S rights to deposit securities in lieu of retainage are set forth in the General Provisions.

BID PROPOSAL
(Exhibit 1 of the Agreement)

(This Bid Proposal shall not be detached from the Contract Documents. The entire Contract Documents shall be returned with the executed Bid).

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT – PHASE 1

**CONTRACT IDENTIFICATION AND NUMBERS: FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

1.01 The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Bid Documents to perform all work as specified or indicated in the Contract Documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the Bid Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Notice of Invitation for Bid, including without limitation those dealing with the disposition of Bid Security. The bid will remain subject to acceptance for 90 days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, the other related data identified in the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Special Provisions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Special Provisions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bid Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the site that relates to the work as indicated in the Bid Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this Bid is submitted.

4.01 Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the work in accordance with the Contract Documents for the following price(s):

The following estimated quantities are given only as a basis for comparison of proposals and the award of contract. The item cost shall reflect all labor, materials, and equipment necessary to furnish construct and install the item in accordance with these plans, specifications and manufacturer's instruction.

BID PROPOSAL – TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

Due to budgetary and coordination constraints, it is the intent of Siskiyou County to award the Base Bid Schedules I and II and any Bid Alternates or options as budgetary and coordination constraints allow. The owner reserves the right in its sole and absolute discretion to award or not award the Base Bid or Bid Alternates as denoted elsewhere in these Bid Documents. This decision will be made after opening the bids. The decision to award the Bid Alternates could change the identity of the lowest bidder.

Unit Prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

BASE BID SCHEDULE I – TOTAL:

(in numbers)

(in words)

Dollars and _____ Cents

BASE BID SCHEDULE II – TOTAL:

(in numbers)

(in words)

Dollars and _____ Cents

BID ALTERNATE 1 – TOTAL

(in numbers)

(in words)

Dollars and _____ Cents

BID ALTERNATE 2 – TOTAL

(in numbers)

(in words)

Dollars and _____ Cents

Which are the sum of the prices set forth in the following Bid Schedules – Unit Pricing.

BASE BID SCHEDULE I - APRON

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1		
2	C-102-1	Temporary Erosion and Pollution Control	LS	1		
3	C-105-1	Mobilization (7%)	LS	1		
4	P-101-1	Pulverize Existing Asphalt Pavement (10 inches Depth)	SY	8,000		
5	P-102-1	Airport Safety and Security	MO	1		
6	P-152-1	Excavation	CY	610		
7	P-152-2	Embankment	CY	50		
8	P-152-3	Export	CY	560		
9	P-152-4	Disposal of Contaminated Material (Contingent)	CY	200		
10	P-156-1	Cement Treated Subgrade (8 Inches Thick)	SY	1,600		
11	P-207-1	Recycled Asphalt Aggregate Base Course (7 Inches Thick)	SY	8,000		
12	P-403-1	Hot Mix Asphalt (HMA) Pavement Surface Course (3 Inches Thick)	SY	8,000		
13	P-620-2	Permanent Non-Reflective Airfield Pavement Markings	SF	650		
14	P-620-4	Tie-Down Anchor	EA	15		
15	L-108-1	No. 8 AWG, L-824 Type C Cable, 5kV Rated Airfield Cable	LF	800		
16	L-108-2	Wind Cone Feeder	LF	450		
17	L-108-3	VASI Feeder	LF	450		
18	L-108-4	No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	380		
19	L-110-4	6-2" Schedule 40 PVC Duct Bank, Direct Buried, Non-Encased	LF	20		

20	L-110-5	6-2" Schedule 40 PVC Duct Bank, Concrete Encased	LF	170		
21	L-110-6	6-2" Schedule 80 HDPE Duct Bank, Directional Bored	LF	190		
22	L-115-1	H-20 Load Rated Concrete Hand Hole	EA	3		

BASE BID SCHEDULE II

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1		
2	C-102-1	Temporary Erosion and Pollution Control	LS	1		
3	C-105-1	Mobilization (7%)	LS	1		
4	P-101-1	Pulverize Existing Asphalt Pavement (10 inches Depth)	SY	20,800		
5	P-101-2	Mill Existing Asphalt Pavement	SY	185		
6	P-101-3	Remove Existing Storm Drain Pipe	LF	400		
7	P-101-4	Remove Existing Storm Drain Inlet	EA	1		
8	P-102-1	Airport Safety and Security	MO	2		
9	P-151-1	Clearing and Grubbing	AC	6		
10	P-152-1	Excavation	CY	4,200		
11	P-152-2	Embankment	CY	1,700		
12	P-152-3	Export	CY	2,500		
13	P-152-4	Owner Authorized Over-Excavation (Contingent)	CY	700		
14	P-152-5	Infield Surface Rock (3-inches Thick)	SY	28,000		
15	P-156-1	Cement Treated Subgrade (8 Inches Thick)	SY	4,100		
16	P-207-1	Recycled Asphalt Aggregate Base Course (7 Inches Thick)	SY	20,100		
17	P-403-1	Hot Mix Asphalt (HMA) Pavement Surface Course (3 Inches Thick)	SY	19,750		
18	P-620-1	Permanent Reflective Airfield Pavement Markings	SF	2,500		
19	P-620-2	Permanent Non-Reflective Airfield Pavement Markings	SF	1,900		

20	P-620-3	Remove Existing Pavement Markings	SF	275		
21	P-620-4	Tie-Down Anchor	EA	30		
22	D-701-1	Install 15 Inch Pipe (Reinforced Concrete Class IV)	LF	310		
23	D-701-2	Install 18 Inch Pipe (Reinforced Concrete Class IV)	LF	90		
24	D-701-3	Install 15 Inch Flared End Section (Precast Concrete) with Riprap	EA	6		
25	D-701-4	Install 18 Inch Flared End Section (Precast Concrete) with Riprap	EA	3		
26	L-100-1	Airfield Electrical Demolition	LS	1		
27	L-100-2	Airfield Lighting Vault Modifications	LS	1		
28	L-108-1	No. 8 AWG, L-824 Type C Cable, 5kV Rated Airfield Cable	LF	800		
29	L-108-2	Wind Cone Feeder	LF	1,450		
30	L-108-3	VASI Feeder	LF	1,700		
31	L-108-4	No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	3,290		
32	L-110-1	1-2" Schedule 40 PVC Conduit, Direct Buried, Non-Encased	LF	3,000		
33	L-110-3	4-2" Schedule 40 PVC Duct Bank, Concrete Encased	LF	220		
34	L-110-5	6-2" Schedule 40 PVC Duct Bank, Concrete Encased	LF	70		
35	L-115-1	H-20 Load Rated Concrete Hand Hole	EA	8		
36	L-115-2	L-867B Base Can with Steel Lid	EA	2		
37	L-125-1	L-861 Elevated Runway Edge Light Installed on L-867 Base Can including Isolation Transformer, stem, plate, mounting hardware and splice kit	EA	1		
38	L-125-2	L-853 Retro-reflective Marker, Stake Mounted	EA	43		

BID ALTERNATE 1

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1		
2	C-102-1	Temporary Erosion and Pollution Control	LS	1		
3	P-101-1	Pulverize Existing Asphalt Pavement (10 inches Depth)	SY	4,500		
4	P-151-1	Clearing and Grubbing	AC	1		
5	P-152-1	Excavation	CY	100		
6	P-152-2	Embankment	CY	200		
7	P-152-4	Owner Authorized Over-Excavation (Contingent)	CY	150		
8	P-152-5	Infield Surface Rock (3-inches Thick)	SY	1,200		
9	P-156-1	Cement Treated Subgrade (8 Inches Thick)	SY	1,000		
10	P-207-1	Recycled Asphalt Aggregate Base Course (7 Inches Thick)	SY	4,650		
11	P-403-1	Hot Mix Asphalt (HMA) Pavement Surface Course (3 Inches Thick)	SY	4,500		
12	P-620-1	Permanent Reflective Airfield Pavement Markings	SF	1,650		
13	P-620-2	Permanent Non-Reflective Airfield Pavement Markings	SF	800		
14	P-620-3	Remove Existing Pavement Markings	SF	410		
15	P-620-4	Tie-Down Anchor	EA	3		
16	L-100-1	Airfield Electrical Demolition	LS	1		
17	L-108-1	No. 8 AWG, L-824 Type C Cable, 5kV Rated Airfield Cable	LF	210		
18	L-108-4	No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	705		
19	L-110-1	1-2" Schedule 40 PVC Conduit, Direct Buried, Non-Encased	LF	400		

20	L-110-2	2-2" Schedule 40 PVC Duct Bank, Direct Buried, Non-Encased	LF	105		
21	L-110-3	4-2" Schedule 40 PVC Duct Bank, Concrete Encased	LF	200		
22	L-115-1	H-20 Load Rated Concrete Hand Hole	EA	5		
23	L-125-2	L-853 Retro-reflective Marker, Stake Mounted	EA	29		

BID ALTERNATE 2

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-100-1	Contractor Quality Control Program (CQCP)	LS	1		
2	C-102-1	Temporary Erosion and Pollution Control	LS	1		
3	P-101-1	Pulverize Existing Asphalt Pavement (10 inches Depth)	SY	3,750		
4	P-101-3	Remove Existing Storm Drain Pipe	LF	120		
5	P-151-1	Clearing and Grubbing	AC	1.25		
6	P-152-1	Excavation	CY	250		
7	P-152-2	Embankment	CY	100		
8	P-152-3	Export	CY	150		
9	P-152-4	Owner Authorized Over-Excavation (Contingent)	CY	100		
10	P-152-5	Infield Surface Rock (3-inches Thick)	SY	4,100		
11	P-156-1	Cement Treated Subgrade (8 Inches Thick)	SY	700		
12	P-207-1	Recycled Asphalt Aggregate Base Course (7 Inches Thick)	SY	3,150		
13	P-403-1	Hot Mix Asphalt (HMA) Pavement Surface Course (3 Inches Thick)	SY	2,900		
14	P-620-1	Permanent Reflective Airfield Pavement Markings	SF	370		
15	P-620-2	Permanent Non-Reflective Airfield Pavement Markings	SF	1,300		
16	P-620-3	Remove Existing Pavement Markings	SF	275		
17	D-701-1	Install 15 Inch Pipe (Reinforced Concrete Class IV)	LF	85		
18	D-701-3	Install 15 Inch Flared End Section (Precast Concrete) with Riprap	EA	2		
19	L-100-1	Airfield Electrical Demolition	LS	1		

20	L-108-1	No. 8 AWG, L-824 Type C Cable, 5kV Rated Airfield Cable	LF	200		
21	L-108-4	No. 6 AWG, Solid, Bare Copper Counterpoise Wire	LF	360		
22	L-110-1	1-2" Schedule 40 PVC Conduit, Direct Buried, Non-Encased	LF	200		
23	L-110-3	4-2" Schedule 40 PVC Conduit, Concrete Encased	LF	160		
24	L-115-1	H-20 Load Rated Concrete Hand Hole	EA	3		
25	L-125-1	L-861 Elevated Runway Edge Light Installed on L-867 Base Can including Isolation Transformer, stem, plate, mounting hardware and splice kit	EA	1		
26	L-125-2	L-853 Retro-reflective Marker, Stake Mounted	EA	20		

6.01 Bidder agrees that the work will be substantially completed in accordance with Paragraph 50-15 of the General Provisions and ready for final payment in accordance with paragraph 90-09 of the General Provisions on or before the dates indicated in the agreement.

6.02 Bidder accepts the provisions of the agreement as to liquidated damages in the event of failure to complete the work within the times specified above, which shall be stated in the agreement.

7.01 The following documents are attached to and made a condition of this bid:

1. Certified Copy of Resolution of Board of Directors
2. Statutory Bid Bond
3. Certificate of Insurability
4. Noncollusive Bidding Certification
5. Bidders Qualification Statements
6. List of Subcontractors and Suppliers
7. Bidders Statement on Previous Contracts Subject to EEO Clause
8. Certification of Non-Segregated Facilities
9. Suspension and Debarment Requirements for All Contractors
10. Trade Restriction Certificate
11. Buy American Certificate
12. Tax Delinquency and Felony Convictions

8.01 The terms used in this bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Special Provisions.

SUBMITTED on _____, 2023.

Contractor License No. _____.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

(Name of Corporation)

RESOLVED that _____, _____
(Person Authorized to Sign) (Title)

Of _____ be authorized to sign and submit the
Bid

Of _____
(Name of Corporation)

Proposal of this corporation for the following project:

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

The foregoing is a true and correct copy of the resolution adopted by _____ at
the meeting of its Board of Directors held on the _____ day of _____, 2023.

By: _____

Title: _____

(SEAL)

STATUTORY BID BOND

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA
TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1**

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

**(Penalty of this bond must not be less than 10%
of the bid amount)**

KNOW ALL MEN BY THESE PRESENTS:

That _____, (hereinafter "Principal"), as Principal, and
_____ a corporation duly organized under the laws of the State of _____, with its principal offices in the City of _____, (hereinafter "Surety"), as Surety, are held and firmly bound unto the _____, (hereinafter "Obligee") in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for the Weed Airport.

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void.

Signed and Sealed this _____ day of _____, 2023.

(Principal) SEAL

(Title)

By:

SURETY SEAL

(Title)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

CERTIFICATE OF INSURABILITY

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

I hereby certify that as a Bidder for this project, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid proposal, assure the Owner that I am able to produce the required minimum insurance coverage should I be selected to be the successful bidder.

Should I be selected to be the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit by bid bond.

_____ Date: _____
COUNTERSIGNED BY (Insurance Representative)

_____ Date: _____
(Signature)

(Firm's Name)

NONCOLLUSIVE BIDDING CERTIFICATION

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

STATE OF _____)
)
COUNTY OF _____)

I, _____ of the City of _____, in the
County of _____ and the State of _____, of full age,
being duly sworn according to the law on my oath depose and says that:

I am _____ a, _____
(Name) (Title, Position, Etc.)

of the firm of _____,
the Bidder making the bid for the proposed project as described in this set of contract documents, and that
I executed the said Bid with full authority so to do; that said Bidder as not, directly or indirectly entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named Project; and that all statements contained in said
Bid and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the
truth of the statements contained in said Bid and in the statements contained in this affidavit is awarding
the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent
fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

Signature of Bidder

Printed or Typed Name of Bidder

SEAL (if corporation)

Sworn to before me this ____ day of _____, 2023, in the County of _____, State
of California.

(Notary Public)

BIDDERS QUALIFICATION STATEMENTS

**(Completion of This Statement is Required for Advance of
Consideration for Award of Contract)**

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

SUBMITTED BY:

Name: _____
(Print or Type Name of Bidder)

(A Corporation/A Partnership/An Individual/A Joint Venture)
([Bidder to strike out non-applicable terms])

Address: _____

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach Separate Sheets as Required)

1.0 How many years has your organization been in business as a Contractor? _____

2.0 How many years has your organization been in business under its present name? _____

3.0 If a corporation, answer the following: _____

3.1 Date of incorporation: _____

3.2 State of incorporation: _____

3.3 President's name: _____

3.4 Vice president's name(s): _____

3.5 Secretary's or Clerk's name: _____

3.6 Treasurer's name: _____

4.0 If individual or partnership, answer the following:

4.1 Date of organization: _____

4.2 Name and address of all partners. (State whether general or limited partnership):

5.0 If other than corporation or partnership, describe organization and name principals:

6.0 Do you plan to subcontract any part of this project? _____. If so, give details (i.e. names, addresses and dollar value of each proposed subcontract and mention DBE goals)

7.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

9.0 List name of project, owner, architect or engineer, contract amount, percent complete and schedule completion of the major construction projects your organization has in process on this date.

10.0 List name of project, owner, architect or engineer, contract amount, date of completion and percent of work completed with your own forces of the major projects of the same general nature as this project that your organization has completed in the past five years.

11.0 List name, address and telephone number of a reference for each project listed under Items 9.0 and 10.0, above.

12.0 List name and construction experience of the principal individuals of your organization.

13.0 List the states and categories of construction in which your organization is legally qualified to do business.

14.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:

- 14.1 A surety _____
- 14.2 A bank: _____
- 14.3 A major potential supplier: _____

15.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth.

- 15.1 Date of financial statement _____
- 15.2 Name of firm preparing statement: _____

16.0 Attach a list of all proposed electrical equipment, including the name of equipment and manufacturer, model number and estimated time for delivery to the project site. _____

17.0 Dated at _____

This ____ day of _____, 2023.

(Print or Type Name of Bidder)

By _____

Title

(Seal, if corporation)

LIST OF SUBCONTRACTORS AND SUPPLIERS

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

Subcontractors and Suppliers	Address, Contact, Phone No.	Services to be Provided	DBE (Yes / No)	If DBE, % of Bid

TOTAL DBE PERCENTAGE

I hereby certify by signing below that the foregoing Subcontractors and Suppliers shall be contracted to work on the trades identified above or supply material and/or equipment for this project. The information shown is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Signature

Date

Title

Firm

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PREFERENCE -
CONSTRUCTION**

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

FAA AIG PROJECT NO. 3-06-0274-017-2023

FAA AIP PROJECT NO. 3-06-0274-018-2023

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

Date

Signature

Company Name

Full Name and Title

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PREFERENCE –
EQUIPMENT/BUILDING**

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

FAA AIG PROJECT NO. 3-06-0274-017-2023

FAA AIP PROJECT NO. 3-06-0274-018-2023

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,² U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

² Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

Date

Signature

Company Name

Full Name and Title

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

Date

Signature

Company Name

Full Name and Title

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

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

Date

Signature

Company Name

Full Name and Title

TRADE RESTRICTION CERTIFICATION

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely

on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

Date

Signature

Company Name

Full Name and Title

CERTIFICATION REGARDING LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

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

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

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

Date

Signature

Company Name

Full Name and Title

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

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

Date

Signature

Company Name

Full Name and Title

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY
CONVICTIONS**

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

FAA AIG PROJECT NO. 3-06-0274-017-2023

FAA AIP PROJECT NO. 3-06-0274-018-2023

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

Certifications

- 1.) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2.) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

Date

Signature

Company Name

Full Name and Title

CONSTRUCTION CONTRACT

A. EFFECTIVE DATE

This Contract is entered into by and between the Owner and the Contractor for construction of the project and shall be effective as of _____, 2023.

B. OWNER

Siskiyou County
190 Greenhorn Road
Yreka, CA 96097

C. CONTRACTOR

D. ENGINEER/PROJECT MANAGER

Heath Hildebrandt, P.E.
Kimley-Horn and Associates, Inc.
7900 Rancharrah Parkway, Suite 100
Reno, NV. 89511
Phone: (775) 787-7552

E. PROJECT

Weed Airport, Siskiyou County, California
Taxiway and Apron Reconstruction Project - Phase 1
FAA AIG No. 3-06-0274-017-2023 and FAA AIP No. 3-06-0274-018-2023

F. WORK TO BE PERFORMED

Project Bid includes the reconstruction of approximately 28,000 square yards of asphalt pavement on the apron and taxiways. The existing asphalt pavement and aggregate base will be pulverized and re-used as recycled aggregate base course. Demolition also includes the removal of the existing the storm drain systems. New asphalt pavement will be installed on the apron and taxiways. In addition, earthwork grading and drainage improvements will be installed throughout the area of

improvements. The project also includes the installation of pavement markings, reflector lights, and airfield electrical. There are two bid alternates of asphalt pavement reconstruction with areas of 4,500 square yards and 3,000 square yards, respectively.

G. RECITALS

The Owner intends to construct the **Taxiway and Apron Reconstruction Project - Phase 1** and other items as necessary for the full and efficient use of the project in connection with Weed Airport located in Siskiyou County, California. The Owner desires to contract for a certain construction services and materials, and the Contractor desires to provide construction services and materials.

NOW, THEREFORE, intending to be legally bound and for valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner and Contractor agree as follows:

H. AGREEMENTS

ARTICLE 1 THE CONTRACT

The contract consists of (1) this Construction Contract, (2) the General Conditions, (3) Federal Assurances, (4) Special Provisions, (5) Drawings, Technical Specifications and other documents or amendments referenced in Article 7 of the Construction Contract, and (6) any amendments or modifications to the foregoing documents, including (a) a written amendment signed by both parties, (b) a Change Order, (c) a Change Directive, (d) Supplementary Instructions, or (e) a written order for a minor change in the work (collectively the "Contract").

ARTICLE 2 THE WORK

The Contractor shall execute the entire work described in the Contract and all work reasonably inferable as necessary to produce the results intended by the Contract.

ARTICLE 3 CONTRACT TIME

- 3.1 The Contractor shall achieve Substantial Completion of the work (as defined in the General Conditions and evidenced by a Certificate of Substantial Completion) not later than 5 calendar days from the date of the official notice to proceed.
- 3.2 Final Completion of the work shall occur not more than five (5) calendar days after the Substantial Completion date.

Whether the Owner assesses liquidated damages or not for the Contractor's failure to achieve Partial Acceptance, Substantial Completion, or Final Completion of the work, the Owner shall have the right to retain any liquidated damages from payments due Contractor. Liquidated damages, for failure to reach substantial completion, within the time specified for any or all construction phases, shall be five hundred dollars (\$500.00) per calendar day.

ARTICLE 4 CONTRACT SUM

- 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of _____ Dollars (\$ _____), subject to the additions and deductions as provided in the Contract.
- 4.2 Unit prices are set forth in the Bid Proposal attached hereto as Exhibit A. The unit prices include (1) all materials, equipment, labor, delivery, installation, overhead, profit, taxes, bond, insurance, and commissions, and (2) any other costs or expenses in connection with or incidental to the performance of that portion of the work to which such unit prices apply.

ARTICLE 5 PROGRESS PAYMENTS

Progress payments will be made in accordance with Section 90 of the General Provisions.

ARTICLE 6 FINAL PAYMENT

Final payment will be made in accordance with Section 90 of the General Provisions.

ARTICLE 7 CONTRACT DOCUMENTS

- 7.1 The Contract, except for modifications issued after the effective date of the Construction Contract, consists of the following documents:
- 7.1.1 The Construction Contract.
- 7.1.2 Plans, Specifications and Addenda attached.
- 7.1.3 Bid Documents as follows:
- p. Bid Proposal
 - q. Certified Copy of Resolution of Board of Directors
 - r. Statutory Bid Bond
 - s. Certificate of Insurability
 - t. Non-Collusive Bidding Certification
 - u. Bidders Qualification Statement
 - v. List of Subcontractors and Suppliers
 - w. Certification of Buy American – Construction Projects
 - x. Certification of Buy American – Equipment/Building Projects
 - y. Certification Regarding Debarment and Suspension
 - z. Certification Regarding Domestic Preference for Procurements
 - aa. Trade Restriction Certification
 - bb. Certification Regarding Lobbying and Influencing Federal Employees
 - cc. Certification of Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
 - dd. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
- 7.1.4 Amendments or modifications to the Contract, if any, to which the parties may agree during Contract performance.

- 7.2 There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- 7.3 The Contract Documents are complementary, and a requirement called for by one is as binding as if called for by all. In resolving conflicts, if any, the Contract Documents shall be given the precedence that the Engineer determines is consistent with their intent and that will produce the intended result. When not in contradiction with this priority, the Contract Documents shall be given precedence in the order in which they are listed in this Article 7.

ARTICLE 8 MISCELLANEOUS

- 8.1 If any provision(s) of the Contract is/are invalid, illegal or unenforceable, all other provisions of the Contract shall nevertheless remain in full force and effect. If any Contract provision is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.
- 8.2 It is Contractor's and Owner's intent that all provisions of law required to be inserted or referenced in the Contract Documents shall be incorporated into them. If any provision of law is not inserted or referenced in the Contract Documents, or is inserted or referenced in improper form, the provision shall be considered inserted or referenced in proper form at no increase in Contract Price or Contract Time.
- 8.3 Contractor shall not sell, assign, transfer or otherwise convey any of its rights and shall not delegate any of its duties under this Contract without Owner's prior express written consent. In its sole discretion Owner may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, conveyance or delegation in violation of this Paragraph 8.3 shall be void and shall relieve Owner of any further liability under the Contract Documents. If Owner consents in writing to an assignment, unless specifically stated to the contrary in the consent, the assignment shall not release or discharge Contractor from any duty or responsibility set forth in the Contract Documents.
- 8.4 Nothing contained in the Contract shall in any manner authorize, empower, or constitute Contractor, its subcontractors, or suppliers as agent(s) of Owner, authorize or empower Contractor, its subcontractors, or suppliers to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of Owner or authorize or empower Contractor, its subcontractors or suppliers to bind Owner in any manner or to make any representation, warranty, covenant, agreement, or commitment on Owner's behalf. Contractor shall perform all work under this Contract as an independent contractor. This Contract shall not create any rights enforceable by any person not a party to the Contract.

- 8.5 This Contract shall be binding on Owner and Contractor and all of their respective successors, heirs, legal representatives, and, if Owner has consented to an assignment or delegation as provided in Paragraph 8.3, assigns and delegates.
- 8.6 This Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire, integrated agreement between the parties with respect to the work to be performed under the Contract Documents.
- 8.7 This Contract shall be governed by and construed in accordance with the laws of the state of California, without giving effect to any rules governing conflict of laws.

The Contract is effective as of the day and year first written above.

SISKIYOU COUNTY

CONTRACTOR

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

ATTEST:

By: _____
 Official Record Keeper

By _____
 General Counsel

STATUTORY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal, and the _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto **SISKIYOU COUNTY, Yreka, California 96097** (hereinafter called the Obligee), in the amount of _____ (Dollars) (\$ _____), 100% of the contract amount for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the ____ day of _____, 2023 to construct Taxiway and Apron Reconstruction Project – Phase 1, project number AIG 3-06-0274-017-2023 and AIP 3-06-0274-018-2023, which contract is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension time, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Witness our hands this _____ day of _____, 2023.

AGENCY OF RECORD, STATE OF CALIFORNIA

PRINCIPAL

BY: _____

AGENCY ADDRESS

TITLE:

SURETY

BY: _____

TITLE: _____

BOND NUMBER: _____
ATTORNEY

ATTACH SURETY POWER OF

NOTE: Date of bond must not be prior to the date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where project is located.

STATUTORY PAYMENT BOND
(Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal, and the _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto **SISKIYOU COUNTY, Yreka, California 96097** (hereinafter called the Obligee), in the amount of _____ (Dollars) (\$_____), 100% of the contract amount for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the ____ day of _____, 2023 to construct Taxiway and Apron Reconstruction Project - Phase 1, project number AIG 3-06-0274-017-2023 and AIP 3-06-0274-018-2023, which contract is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension time, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Witness our hands this _____ day of _____, 2023.

AGENCY OF RECORD, STATE OF CALIFORINA

PRINCIPAL

BY: _____

AGENCY ADDRESS

TITLE:

SURETY

BY: _____

TITLE: _____

BOND NUMBER: _____
ATTORNEY

ATTACH SURETY POWER OF

NOTE: Date of bond must not be prior to the date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where project is located.

CERTIFICATE OF SUBSTANTIAL COMPLETION
 (To be completed by Engineer)

**WEED AIRPORT
 SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
 FAA AIP PROJECT NO. 3-06-0274-018-2023**

I hereby certify that _____ has substantially
 completed _____
 (Name of Contractor)

The work under:

**Project Nos.: FAA AIG PROJECT NO. 3-06-0274-017-2023
 FAA AIP PROJECT NO. 3-06-0274-018-2023**

Project Name: Taxiway and Apron Reconstruction Project - Phase 1

In accordance with the contract documents and bid specifications, and all activities required by the Contractor under the Contract have been substantially completed as of _____ (date).

Firm Name: _____

Principal: _____
 (Name)

 (Title)

 (Signature)

 (Date)

CERTIFICATE OF COMPLETION
(To be completed by Contractor)

WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023

I hereby certify that all goods and/or services required by **SISKIYOU COUNTY**, have been delivered in accordance with the Contract Documents and bid specifications, and all activities required by the Contractor under the Contract have been completed, including all items on the final punch list, including administrative items, as of _____
_____.

(Date)

Firm Name: _____

Principal: _____
(Name)

(Title)

(Signature)

(Date)

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless **SISKIYOU COUNTY, KIMLEY-HORN AND ASSOCIATES, INC.**, their employees, agents or representatives, against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Owner and Engineer may suffer arising out of the failure or the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 2023.

(CONTRACTOR)

By: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2023.

(Notary Public)

(My Commission Expires)

APPLICATION AND CERTIFICATE FOR PAYMENT

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

CONSULTANT: _____

CONTRACTOR: _____

Application No. _____ Period From _____ To: _____

Application is made for payment, as shown below, and on the attached Construction Progress Estimate Form, in accordance with the Contract Documents:

Original Contract Price: \$ _____

Approved Change Orders and Dates:

Change Order No.1	Date _____	\$ _____
Change Order No.2	Date _____	\$ _____
Change Order No.3	Date _____	\$ _____

Total Change Orders Approved to Date: \$ _____

Adjusted Contract Price \$ _____

Total Amount Due to Date
(from attached Construction Progress Estimate) \$ _____

Retainage _____% \$ _____

Total Earned Less Retainage \$ _____

Less Previous Certificates for Payment \$ _____

Currently Payment Due \$ _____

Notice to Proceed Date _____ Date of Substantial Completion _____

Time Used _____% Complete _____%

PAYMENT APPLICATION CERTIFICATE

Contractor's Certification

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the Owner, that the current payment shown is that due. The Contractor has reviewed this application, provided certified calculations, data and quantities to justify the quantities in this estimate.

CONTRACTOR

By: _____

Date: _____

Engineer's Certification

The Engineer has reviewed this application, accompanying data and schedules and having made on-site observation of the work consistent with his assigned responsibilities certifies that to his best knowledge and belief, the quality of the work performed is in accordance with the Contract Documents, that the work has progressed as indicated herein, and that the Contractor is entitled payment to the amount shown above.

ENGINEER

By: _____

Date: _____

SISKIYOU COUNTY

By: _____

Date: _____

NOTICE OF AWARD

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

**TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1
FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

TO: _____

Siskiyou County has considered the BID submitted by you for the above described WORK in response to the Advertisement for BIDS dated _____. You are hereby notified that you were awarded this bid by Siskiyou County on _____, in the amount of \$_____. You are required by the Terms and Conditions of this bid to execute the Construction Contract and to furnish Contractor's Performance and Payment Bonds and submit the appropriate Certificate(s) of Insurance within ten (10) days from this Notice.

If you fail to execute the Construction Contract, furnish the required bonds, and submit Insurance Certificate(s) within ten (10) days from the date of this Notice, the Owner will consider this as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

A pre-construction meeting is scheduled for _____2023, at _____ in the City Hall, Siskiyou County, California. Submittals that are to be provided prior to the pre-construction meeting are specified in Special Provisions Section 5.

You are required to return an acknowledged copy of the NOTICE OF AWARD to Siskiyou County Dated this _____ day of _____, 2023.

SISKIYOU COUNTY:

By: _____

Title: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 2023.

(Notary Public)

(My Commission Expires)

NOTICE TO PROCEED

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

[Contractor Name]
[Contractor Address]

Attn: [Contractor's Project Manager]

**Re: Weed Airport
Taxiway and Apron Reconstruction Project - Phase 1
AIG Project No. 3-06-0274-017-2023
AIP Project No. 3-06-0274-018-2023
Notice to Proceed**

Dear [name]:

You are unconditionally authorized to proceed with the above-referenced project effective the date of this letter. The contract time is ____ calendar days. All work shall be performed strictly in accordance with the Contract Documents, including all project schedule requirements.

Your contact for this project is _____, phone no. _____, and all project communications should be directed to him [or her]. If the preconstruction conference has not already occurred, he will contact you shortly about scheduling it.

Remember, the Owner must approve *in writing* any and all changes in the project scope of work before you start work on the change.

Siskiyou County looks forward to a successful project with your firm.

Sincerely,

SISKIYOU COUNTY

CHANGE ORDER

PROJECT: Weed Airport CHANGE ORDER NO: ____
Siskiyou County, California
Taxiway and Apron Reconstruction Project - Phase 1

INITIATION DATE: _____

TO CONTRACTOR: [Name]
[Address]

CONTRACT NO: _____
CONTRACT DATE: _____

The Contract is changed as follows. Contractor shall provide all labor, materials, equipment, services, transportation, utilities, and facilities to perform all of the following changes: [describe].

This Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including but not limited to all direct or indirect costs associated with such change, all delay and disruption costs, any impact such change may have on unchanged work, and any and all adjustments to the Contract Sum or the Contract Time. This Change Order supersedes all prior reservations stated or implied.

Not Valid until signed by the Owner, Engineer, and Contractor.

The original *Contract Sum* was..... \$ _____

Net change by previously authorized Change Orders..... \$ _____

The *Contract Sum* prior to this Change Order was..... \$ _____

The *Contract Sum* will be *increased* [or *decreased*] by this Change Order..... \$ _____

The new *Contract Sum* including this Change Order is..... \$ _____

The Contract Time will be *unchanged* [or *increased/decreased by* ____ *calendar days*.]

The Substantial Completion date for base contract work is *unchanged* [or *changed to* _____, 2023.]

[Contractor],

SISKIYOU COUNTY

By _____

By _____

It's _____

It's _____

Date

Date

Kimley-Horn and Associates, Inc.

By _____

Date

It's _____

**CONDITIONAL FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN UPON FINAL
PAYMENT
(GENERAL CONTRACTOR)**

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

WHEREAS, the undersigned, _____ (General Contractor) has furnished labor, materials, and services and/or equipment for the construction of Taxiway and Apron Reconstruction Project - Phase 1 at the Weed Airport, Siskiyou County, State of California, on the Property of Weed Airport, Siskiyou County, California.

NOW, THEREFORE, the undersigned, on receipt of a check from the Owner payable to the General Contractor in the sum of \$ _____, said sum representing full and final payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United State of America or State of California, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and materialmen who may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this final payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and Contractor from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 2023.

Company Name

By _____

(Title)

**CONDITIONAL FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN UPON FINAL
PAYMENT
(SUB-CONTRACTOR / SUPPLIER)**

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

WHEREAS, the undersigned, _____ (Sub-Contractor) has furnished labor, materials, and services and/or equipment to _____ (General Contractor) for the construction of Taxiway and Apron Reconstruction Project - Phase 1 at the Weed Airport, Siskiyou County, State of California, on the Property of Weed Airport, Siskiyou County, California.

NOW, THEREFORE, the undersigned, on receipt of a check from the General Contractor payable to the Sub-Contractor in the sum of \$ _____, said sum representing full and final payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United State of America or State of California, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and materialmen who may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this final payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and Contractor from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 2023.

Company Name

By _____

(Title)

DEFECTIVE MATERIALS AND WORKMANSHIP BOND (SURETY)

**WEED AIRPORT
SISKIYOU COUNTY, CALIFORNIA**

TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1

**FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
(hereinafter called the Principal), as Principal, and _____, a
corporation organized and existing under the laws of the State of _____, and
authorized to do a general surety business in the State of California, as Surety, are held and firmly
bound unto Siskiyou County, California 96025, a County of the State of California, in the just and
full sum of _____ (Dollars) (\$_____), which is
five percent (5%) of the contract amount, in lawful money of the United States of America, for which
sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the said Principal entered into a certain contract
with the Owner entitled "Taxiway and Apron Reconstruction Project - Phase 1, Weed Airport" and
whereas the Principal contracted to give the Owner a Surety Bond in the sum stated above,
conditioned that the Principal would make good and protect the Owner against the results of any work
or labor done or materials furnished which are defective or not in accordance with the terms of said
contract having been used or incorporated in any part of the work so contracted for, which shall have
appeared or been discovered within the period of one (1) year from and after the completion and final
acceptance of the work done under said contract.

NOW, THEREFORE, if the Principal shall well and truly make good and protect the Owner against
the results of any work or labor done or materials furnished which are defective or not in accordance
with the terms of said contract having been used or incorporated in any part of the work performed
under said contract, which shall have appeared or been discovered within said one (1) year period
from and after completion and final acceptance of said work, then this obligation shall be null and
void; otherwise to remain in full force and effect.

SIGNED AND SEALED THIS _____ day of _____, 2023.

By _____ By _____

PRINCIPAL

SURETY

Title _____ Title _____

(Attach Acknowledgement of both Principal and Surety signatures)

FEDERAL ASSURANCES

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.334, 2 CFR § 200.337, and FAA Order 5100.38)

ACCESS TO RECORDS AND REPORTS

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

AFFIRMATIVE ACTION REQUIREMENT

(Reference: 41 CFR part 60-4 and Executive Order 11246)

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

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

Timetables

- Goals for minority participation for each trade: 3.0%
- Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and 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 its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is California, Siskiyou County.

BREACH OF CONTRACT TERMS

(Reference: 2 CFR § 200 Appendix II(A))

BREACH OF CONTRACT TERMS

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

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

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

BUY AMERICAN PREFERENCE

(Reference: Title 49 USC § 50101)

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,³ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- e) Only installing iron, steel and manufactured products produced in the United States;
 - f) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

³ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

- g) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- h) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- e) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- f) To faithfully comply with providing U.S. domestic products.
- g) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- h) Certify that all construction materials used in the project are manufactured in the U.S.

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

- f) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- g) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- h) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- i) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- j) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

- e) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

- f) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- g) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- h) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- e) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- f) At minimum two comparable equal bids and/or offers;
- g) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- h) Completed waiver applications for each comparable bid and/or offer.

CIVIL RIGHTS – GENERAL

(Reference: 49 USC § 47123)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

(Reference: 49 USC § 47123 and FAA Order 1400.11)

Title VI Solicitation Notice:

Siskiyou, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or

the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 2 CFR § 200, Appendix II(G) and 42 USC § 7401, et seq and 33 USC § 1251, et seq)

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(Reference: 2 CFR § 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702 and 40 USC § 3704)

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

COPELAND “ANTI-KICKBACK” ACT

(Reference: 2 CFR § 200, Appendix II(D) and 29 CFR Parts 3 and 5)

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

DAVIS-BACON REQUIREMENTS

(Reference: 2 CFR § 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), and 40 USC § 3141-3144,3146, and 3147)

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the

contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if

the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(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 (3)(ii)(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.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

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

DEBARMENT AND SUSPENSION

(Reference: 2 CFR part 180 (Subpart B), 2 CFR part 200, Appendix II(H), 2 CFR part 1200, DOT Order 4200.5, and Executive Orders 12549 and 12689)

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (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 listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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

Contract Assurance (§ 26.13) –

The Contractor, subrecipient 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 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, which may include, but is not limited to:

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

Prompt Payment (§26.29) –

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 Siskiyou County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

following written approval of the Siskiyou County. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to this solicitation (or an approved substitute DBE firm) without prior written consent of Siskiyou County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Siskiyou County. Unless Siskiyou County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if Siskiyou County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Siskiyou County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Siskiyou County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Siskiyou County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Siskiyou County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

DISTRACTED DRIVING

(Reference: Executive Order 13513 and DOT Order 3902.10)

TEXTING WHEN DRIVING

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

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

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

(Reference: 2 CFR § 200, Appendix II(K) and 2 CFR § 200.216)

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

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

DRUG FREE WORKPLACE REQUIREMENTS

(Reference: 49 CFR Part 32 and Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended))

EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

(Reference: 2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, and Executive Order 11246)

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors 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 take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract

resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical 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 in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the 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 the 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.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a 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.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint

contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, 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).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq and 2 CFR § 200.430)

FEDERAL FAIR LABOR STANDARDS ACT

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

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 29 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

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

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

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

PROHIBITION OF SEGREGATED FACILITIES

(Reference: 2 CFR Part 200, Appendix II(C) and 41 CFR Part 60-1)

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference: 29 CFR part 1910)

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROCUREMENT OF RECOVERED MATERIALS

(Reference: 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR part 247, et seq (Resource Conservation and Recovery Act (RCRA))

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

RIGHT TO INVENTIONS

(Reference: 2 CFR Part 200, Appendix II(F), 37 CFR Part 401)

RIGHT TO INVENTIONS

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

SEISMIC SAFETY

(Reference: 49 CFR Part 41)

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

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

TAX DELINQUENCY AND FELONY CONVICTIONS

(Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts and DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

TERMINATION OF CONTRACT

(Reference: 2 CFR Part 200 Appendix II(B) and FAA Advisory Circular 150/5370-10, Section 80-09)

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause

TERMINATION FOR DEFAULT (CONSTRUCTION)

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

TERMINATION FOR DEFAULT (EQUIPMENT)

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

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

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

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

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION
(Reference: 49 USC § 50104 and 49 CFR Part 30)

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

VETERAN'S PREFERENCE

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

DOMESTIC PREFERENES FOR PROCURMENTS

(Reference: 2 CFR § 200.322 and 2 CFR Part 200, Appendix II(L))

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

**FEDERAL WAGE RATES AND
CALIFORNIA WAGE RATES**

The Federal and State Wage Rates applicable to this Project can be found at the Federal and State authority's websites provided below. Federal and State Wage Rates for this project will be the rate(s) current at the time of bid opening.

<https://beta.sam.gov/>

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

SPECIAL PROVISIONS

SP1 - CONSTRUCTION SCHEDULE AND LIQUIDATED DAMAGES

SP1-01 OWNER Wherever the word Owner, Sponsor, or Municipality appears in these specifications it shall be construed to mean Siskiyou County.

The owner's contact is:

Joy Hall
Director of General Services
Siskiyou County
190 Greenhorn Road
Yreka, CA 96097

SP1-02 ENGINEER

The engineering company and contact:

Mr. Heath Hildebrandt, P.E., Project Manager
Kimley-Horn and Associates, Inc.
7900 Rancharrah Parkway, Suite 100
Reno, NV. 89511
Tel. (775) 787-7552

SP1-03 LOCATION OF WORK The Weed Airport is owned and operated by Siskiyou County, California. The airport is located in Siskiyou County, California.

SP1-04 DESCRIPTION The work shown in the Proposal Form consists of all work, equipment, materials, labor to complete the construction of taxiway extension and hillside grading.

SP1-05 PRELIMINARY CONSTRUCTION SCHEDULE The Contractor shall submit for approval their proposed Critical Path Method (CPM) construction schedule at the Preconstruction Conference. The construction schedule shall be in the form of tabulation chart or graph. The Preliminary Construction Schedule shall include a comprehensive overview of the project, including an activity line for each major element of the work segments to be performed as identified herein.

Arrange the schedule to indicate required sequencing of work as outlined below and in the Contract Documents and to indicate estimated starting and completion dates of various activities, submittal of shop drawings and mix designs to the Engineer for approval, procurement, scheduling of equipment, inspections and similar time margins.

The schedule shall reflect the Contractor's modifications and suggested revisions to work sequencing and barricade arrangements indicated in the Contract Documents. The Owner reserves the right to approve or disapprove such modifications or revisions.

The CPM schedule shall be submitted and reviewed for comment by the Engineer and Owner for conformance to Critical Milestone Completion Dates and overall project completion time criteria. Lack of this information shall be cause for rejection of the schedule.

SP1-06 PROJECT CONSTRUCTION SCHEDULE Subsequent to review and comment in a reasonable period by the Engineer and Owner of the preliminary construction schedule, and prior to commencement of work, the Contractor shall submit a graphic diagram schedule.

Review and recognition of this schedule shall not relieve the Contractor of responsibility for scheduling of the work and maintaining progress in accordance with the contract documents. The initial construction schedule will be recognized by the Engineer when it is prepared in accordance with the contract documents.

In addition to the construction related work items, the following shall be included:

- a. Critical submittal dates related to each activity or prepare separate coordinated listing of critical submittal dates.
- b. Sequences of work within each activity which involve purpose lead-time, mock-ups, testing or similar phases as well as installation.
- c. The construction schedule shall relate to the entire project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the work.

The following items define the term "activities" as it pertains to the Trade Contractor's schedule:

1. Each activity shall be a unit of work which requires an amount of time for its performance.
2. Each activity shall be a logically separate part of the work defined by an observable start and an observable finish.
3. To establish the scope of an activity for schedule purposes, the Trade Contractor shall form a single activity from the largest grouping of related operations which permit a continuous and measurable flow of work and which can proceed without affecting or being affected by work of another Trade Contractor.
4. The scope of an activity shall be small enough to permit a reasonable appraisal of its status or as directed by the Construction Manager.
5. Activities of either contractors that shall be completed prior to the start of the Trade Contractor's work or portion of work shall be included in the Trade Contractor's schedule as milestones and identified with a designation approved by the Engineer.

The following information shall be furnished on the diagram for each activity in the Trade Contractor's schedule:

1. Description of the activity
2. Duration of the activity in days.

SP1-07 CHANGES TO SCHEDULE Contractor may at any time make changes to its current schedule upon notification to Engineer. Contractor shall submit changes to the schedule for any of the following reasons:

- a. When delay in completion of any activity or group of activities indicates an extension of the scheduled project completion, including delays which may be involved with change orders, strikes, unusual weather, etc.
- b. Delays in submittals or deliveries on work stoppage are encountered which make re-planning or rescheduling of the work necessary.
- c. The schedule does not represent actual prosecution and progress of project.

Changes to the schedule will not relieve the contractor from the requirements under this section.

SP1-08 DISTRIBUTION Following the initial revision of the schedule of values after the Engineer's review, print and distribute the schedule to entities with a need-to-know responsibility, including three (3) copies to the Engineer. Post in the construction office space. Provide three (3) copies required with payment requests.

SP1-09 MAINTENANCE OF SCHEDULE The Contractor's recognized construction schedule shall be updated monthly, and three (3) printed copies shall be submitted with each of the Contractor's Application for Payment. The updated construction schedule shall describe work completed during the preceding month. Work in progress, major issues, schedule deviations, organizational changes, subcontractor progress and "Record Document" schedule progress dates. The updated construction schedule shall also include a section detailing activities planned for the next month. Progress shall be reported in comparison with the recognized construction schedule. A special section of the updated construction schedule shall address any activities that are behind schedule, describing reason therefore, any impact on the overall contract completion dates and the Contractor's plans for overcoming any delays. Updates shall also be made any time that changes in the design, construction, procurement and installation cause any major change in the overall schedule.

The Engineer will review the updated construction schedule and provide comment with regard to the schedule's compliance with the provisions of the Contract Documents. The updated construction schedule will be recognized by the Engineer when it is prepared in accordance with the Contract Documents. The Engineer will not approve the Contractor's Application for Payment without the contractor's monthly submission of an acceptably updated construction schedule. Each monthly construction schedule shall show all work substantially complete by the contract completion dates.

If the Contractor's monthly update of the construction schedule reflects, or Engineer determines, that the Contractor is at least ten percent (10%) or fourteen (14) or more calendar days behind the recognized construction schedule for:

- a. The work in phases or as a whole;
- b. A project milestone item,

Then such may constitute a material breach of the contract. The Contractor shall submit with the monthly update of the construction schedule or within seven (7) days of a written request from the Engineer, whichever is earlier, his proposed plan for beginning the work back on schedule and completing the work by the contract completion date or calendar days.

The Contractor shall comply fully with all time and other requirements of the Contract Documents. Recommendation of an Application for Payment by the Engineer and payment thereon by the Owner, without the submission of a recognized monthly update of the construction schedule shall not constitute a

waiver of the requirements for such updates, nor shall it relieve the Contractor from the obligation to complete the work by the contract completion date(s) or calendar days.

SP1-10 SCHEDULE ACCEPTABLE Acceptance or approval of the Contractor's schedule by the Engineer or Owner will not relieve the Contractor from compliance with all conditions of the contract. Errors and omissions in approval or accepted Contractor's schedule will not be cause for future claims by the Contractor for extra costs or increased contract time.

SP1-11 WEEKLY SCHEDULES In addition to the preliminary schedule, the Contractor shall prepare a weekly schedule to show all major elements of the work to be constructed in the next two-week period. This schedule shall consist of a neat, easy-to-read bar graph format and shall be submitted to the Engineer at the weekly progress meetings. Work to be done in the operations areas shall be clearly identified along with estimated time duration, required access and approximate locations. This information will be updated as often as necessary by the Contractor and communicated to the Engineer who will then advise the owner of progress, access requirements, etc. No access to the operations area will be permitted prior to the Owner's receipt of complete scheduling information.

SP1-12 COMPLIANCE Contractor's failure to comply with this section, Special Provisions No. 1, Construction Schedule, shall be a material breach of this contract.

SP1-13 PHASING, DURATION, AND LIQUIDATED DAMAGES The work under this contract for the Taxiway and Apron Reconstruction Project - Phase 1 at Weed Airport shall be performed in a phased construction schedule in order to minimize impacts on airport operations and to maximize flexibility for the Contractor. The Contractor shall prepare a phasing plan in order to maximize his efficiency, while addressing certain constraints imposed by Airport Operations.

The entire project shall consist of the construction items as stipulated in the contract documents. The Owner will award the contract per the provisions of the bid documents.

A notice to proceed will be issued upon which the Contractor shall commence a non-construction Procurement Phase. Only after items necessary to complete the Procurement Phase have been achieved will a notice to proceed for construction be issued. The schedule below indicates the order and duration for each phase.

Phase of Work	Duration from NTP (Calendar Days)
	Procurement NTP
Procurement Period	45
	Construction NTP
Phase 1 Construction Period	30
Phase 2 Construction Period	45
Phase 3 Construction Period	15
Project Closeout	30
Overall Duration	165

*An additional 15 calendar days will be provided for any combination of Bid Alternates 1 and/or 2 that are awarded.

The entire work of this contract shall be complete within a period of 165 days. The duration for the construction begins on the date of the Construction Notice to Proceed.

The Procurement Phase consists of a non-construction period that includes all work necessary for project startup. **The Overall Project Duration includes the Procurement Phase Calendar Days. Project Calendar days will accrue during the Procurement Phase and a construction notice to proceed will not be issued until the Procurements Phase items are complete.** The Procurement Phase includes submission and acceptance of all contract and material submittals and permits, including, but not limited to, the Safety Plan Compliance Document (SPCD), and P-403 asphaltic concrete pavement. The Procurement Phase, separate Construction Phases, and overall project duration shall not be extended to accommodate submittals that are rejected or that require re-submission. Unused Procurement Phase Calendar Days shall not be applied to increase the duration of the work. **No extension in contract time will be allowed and the Construction Notice to proceed shall not be issued if the Contractor has not completed items required under the Procurement Phase within the 45 days from the start of the procurement period.**

A separate Construction Notice to Proceed will be issued for the project after the completion of the Procurement Phase by the Contractor.

Prior to beginning any operations on site, the Contractor shall prepare a detailed written and graphic construction progress plan indicating how he intends to perform the work addressing the constraints listed. Such plan must address work areas, haul routes, staging areas, flagged crossings and schedule at a minimum. Costs for these items shall be reflected in the bid price for P-102-1 Airport Safety and Security.

This plan shall be submitted during the Procurement Phase and must be approved by the Owner and RPR prior to the Contractor beginning any work.

The Contractor is to use staging areas as shown on the Project Drawings.

The Contractor agrees that he/she and his/her Surety shall be liable for and pay to the Owner the dollar amounts as fixed below, agreed as liquidated damages per each calendar day, Sundays and holidays included, that the Work remains incomplete or area unopened, not as penalty but as a liquidation of a reasonable portion of damages that will be incurred by the Owner by the failure of the Contractor to meet his/her obligation by the time or date stipulated. For failure to have the following areas open during the periods specified or for failure to complete and open areas in durations specified hereinbefore:

AREA	LIQUIDATED DAMAGES
Procurement Period	None
Phase 1 Construction Period	\$1,500 per calendar day for each day beyond the specified duration from the phase Notice-To-Proceed
Phase 2 Construction Period	\$1,500 per calendar day for each day beyond the specified duration from the phase Notice-To-Proceed
Phase 3 Construction Period	\$3,000 per calendar day for each day beyond the specified duration from the phase Notice-To-Proceed
Overall Construction Timeframe	\$1,500 per calendar day for each day beyond the specified duration from the project Notice-To-Proceed
Airfield Cables & Equipment	\$500 per hour for each hour that the airfield cables and equipment remain inoperable. The contractor will be responsible for the cost to replace these cables in addition to liquidated damages.

These damages are cumulative in that any damages assessed for failure to complete one area are in addition to damages being assessed for failure to complete another.

If the Work is determined to be unsatisfactory for any reason and requires removal and replacement, rework, or any action that will affect Airport Operations, it will be considered part of the Work, and if the time period exceeds that specified or if areas cannot be opened, liquidated damages will be assessed.

SP1-14 TAXES Each Contractor shall thoroughly familiarize himself with all laws, ordinances, regulations and rules required for the payment of taxes, and each Contractor is responsible for checking with State of California and Siskiyou County on items that may be exempt and the steps which could be taken to obtain such exception.

END OF SECTION SP1

SP2 - PERMITS

SP2-01 PERMITS Permits required for work performed at the Weed Airport will be as administered by federal, state and county local governments. Weed Airport will not require additional permits. It is the responsibility of the Contractor to acquire and pay for all necessary permits as required for work performed at the Airport. The Contractor is responsible for the cost of, but not limited to, grading permits, SWPPP permits, federal clean water act, air quality permits, water meters, water and sewer taps, fire lines and taps, and all water bills on the project until the project is finally accepted. This provision does not constitute an assumption by the Owner of an obligation of any kind for violation of said permit or notice requirements. The cost of all required permits shall be included as non-pay items.

END OF SECTION SP2

SP3 - INSURANCE REQUIREMENTS

SP3-01 INSURANCE

1. Responsibility for Damage and Claims: The Contractor shall indemnify and save harmless the Owner, the Engineer, their officers and employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations of said Contractor; or on account of or in sequence of any act or omission, neglect, or misconduct of said Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark, or copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act; or under any other law, ordinance, order, or decree.
2. Without limiting any liabilities or any other obligation of Contractor, the Contractor shall purchase and maintain, and cause its subcontractors to purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction of the State and, unless otherwise required in the Contract Documents, rated at least A Minus or better the current A.M. Best ratings, the minimum insurance coverage set forth below which shall be maintained to protect against claims relate to the Work or the Contractor's operations under the Contract and for which the Contractor may be legally liable.

COMPREHENSIVE GENERAL LIABILITY

Combined single limit for Bodily Injury and Property Damage, in an amount not less than:
\$1,000,000 each occurrence
\$2,000,000 aggregate

COMPREHENSIVE AUTOMOBILE LIABILITY

Combined single limit for Bodily Injury and Property Damage, in an amount not less than:
\$1,000,000

WORKMAN'S AND OCCUPATION DISEASE COMPENSATION

Statutory Minimum \$100,000

END OF SECTION SP3

SP4 - TEMPORARY FACILITIES AND UTILITIES

SP4-01 EXISTING UTILITIES The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities. The Contractor shall be responsible for any damage done to public or private property and shall be repaired at the Contractor's expense.

Location of any underground gas, electrical, or telephone lines will be field verified by calling the California Underground Service Alert North at 1-800-227-2600 not less than 48-hours or more than 14-days prior to digging. The Contractor shall be responsible to verify the location of airport utilities.

SP4-02 WATER FOR CONSTRUCTION PURPOSES All water required for and in connection with the work to be performed shall be provided by the Contractor at his expense. The Contractor shall remove all temporary waterlines installed by him, after completion of the work, if directed to do so by the Engineer.

The Contractor must submit a water source and its intended use to the Engineer for approval. No direct payment will be made for construction water. The cost thereof shall be included in other items for which direct payment is made.

SP4-03 ELECTRICAL POWER All power for lighting, operation of Contractor's plant or equipment, or for any other use as may be required in the execution of the work to be performed under the provision of these Contract Documents shall be provided by the Contractor at his expense. The Contractor shall remove all temporary electrical facilities installed by him, after completion of the work, if ordered to do so by the Engineer.

SP4-04 TELEPHONE SERVICE – Not applicable to this project

SP4-05 SANITARY FACILITIES Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and other performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

SP4-06 CONTRACTOR'S AND ENGINEER'S FIELD OFFICES

Contractor's Field Office – Not applicable to this project.

Engineer's Field Office – Not applicable to this project.

SP4-07 STORAGE OF MATERIALS AND EQUIPMENT Equipment and stockpiled materials can be stored in areas on the project site provided they are kept below FAR Part 77 surfaces. The Contractor may ask for a determination from the Engineer if the selected site is permissible. The Engineer may request survey data from the Contractor to calculate Part 77 surfaces.

SP4-08 ACCESS ROADS The Contractor shall establish and maintain temporary access roads to various parts of the site as required to complete the project. Such roads shall be available for the use of all others performing work or furnishing services in connection with the Project. In addition, they must be out

of the areas of the project that are open to aviation traffic. Approval of the Owner is required for all desired locations.

SP4-09 FENCE The Contractor shall provide temporary fencing for their staging area.

SP4-10 PARKING The Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations, or construction activities.

SP4-11 DUST CONTROL Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels or similar equipment, shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

SP4-12 DRAINAGE PROVISIONS The Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property. Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

SP4-13 EROSION CONTROL Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Work shall be scheduled to expose areas subject to erosion of the shortest possible time. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion.

SP4-14 POLLUTION CONTROL Contractor shall prevent the pollution of drains and water courses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

SP4-15 EXCESS AND UNSUITABLE MATERIAL Excess or unsuitable material and broken Portland cement concrete resulting from the construction shall be removed from the project and disposed of by the Contractor unless otherwise noted for disposal on site. Disposal of material from the project within the project area shall not be permitted without prior authorization from the RPR.

SP4-16 RESEEDING OF SEEDED AREAS Not Used.

SP4-17 CONSTRUCTION DEBRIS The Contractor shall use his own forces and equipment to dispose of site refuse or construction debris at a legal disposal point of his choosing.

SP4-18 CLEAN-UP The Contractor shall upon completion of the work remove all temporary construction facilities, debris, and unused materials provided for in the work, and restore the site of the work and public right-of-way in a neat and clean condition.

SP4-19 DAMAGE TO EXISTING PROPERTY Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to the Owner.

Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection. Contractor shall be responsible for all damage to street, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, fences, or other public or private property, which may be caused by transporting equipment, materials, or men to or from the work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

END OF SECTION SP4

SP5 - SUBMITTALS AND CERTIFICATIONS

SP5-01 GENERAL As required by the contract documents and indicated herein, the Contractor shall make submittals, furnish shop drawings and furnish material certifications.

SP5-02 SUBMITTALS REQUIRED/SCHEDULE A partial list of submittals has been provided below, and it is intended to provide the Contractor with the minimum of required submittals. This list may not be complete, and it may be revised from time to time as the project progresses. Additional submittals may be required throughout the duration of the project at the direction of the Resident Project Representative.

The date when the Contractor provides the submittal(s) to the Engineer shall be included in the Contractor's critical path method (CPM) schedule using a distinct schedule activity ID number for each submittal. All submittals shall have assigned due dates. Due dates shall correspond with the approved CPM schedule start dates for related activities allowing a minimum of fifteen (15) calendar days, or otherwise specified in the Technical Specifications, for the Engineer's review as well as adequate time for fabrication and delivery of the material. The Engineer and Siskiyou County shall not be held responsible for late or inadequate submittals provided by the Contractor. Failure to submit by the submittal date may result in withholding of payment either in part or in full until the submittals are received. Materials shall not be incorporated into the work without the submittal reviewed, or the material certification reviewed by the Engineer.

SP5-03 COPIES REQUIRED Number of copies to be submitted will be according to the following:

Submittals and Shop Drawings – three (3) copies

Original Certifications - 3 Originals (conforming certifications will not be returned)

SP5-04 REVIEW Prior to submission, the Contractor shall review each submittal and indicate by stamp on an original letter (Contractor's original letterhead) that he has reviewed and approved the submittal and that it conforms to the contract documents. If this original letter with a certification is not included, the submittal and/or shop drawing will be returned without any action by the Resident Project Representative. At the time of each submittal, the Contractor shall define and delineate in writing on the certification, any deviations from the contract documents.

Review by the Engineer is only for conformance with the design concept. Review does not cover dimensions, quantities, accuracy, fit, compatibility or any assembly for which the item under review may be a component. Review action does not authorize deviation from contract documents or substitution of materials. Deviation from the contract documents may only be addressed by change order or supplemental agreement.

Shop drawings and submittals will be stamped by the Engineer after review as follows:

No Exceptions Taken
Exceptions As Noted
No Exceptions Taken, Resubmit with Complete Group Submittal
Corrections Required-Resubmit

Rejected-Resubmit

One (1) copy will be returned to the Contractor after they have been reviewed by the Engineer.

SP5-05 REVIEW TIME The Engineer will complete the review within a reasonable period of time depending upon the size, complexity and number of submittals received. Every effort will be made to review submittals within ten (10) calendar days of receipt by the Engineer, however, the Owner and/or the Engineer will not be responsible for any project impacts should the review period exceed the ten (10) calendar days.

SP5-06 FORMAT The required number of submittals shall be delivered to the Engineer with one counterpart of the following Transmittal Form (page follows).

Submittal No. _____

**WEED AIRPORT
TRANSMITTAL FORM
TAXIWAY AND APRON RECONSTRUCTION PROJECT - PHASE 1
FAA AIG PROJECT NO. 3-06-0274-017-2023
FAA AIP PROJECT NO. 3-06-0274-018-2023**

TO: Kimley-Horn and Associates, Inc.
7900 Rancharrah Parkway, Suite 100
Reno, NV. 89511

From: _____

ATTN: _____

WE ARE SENDING YOU:

ATTACHED _____ UNDER SEPARATE COVER VIA: _____
REVIEW _____ INFORMATION ONLY _____
CERTIFICATE OF COMPLIANCE _____ TEST REPORT _____
RESUBMITTAL: _____ YES _____ NO
PREVIOUS SUBMITTAL ID NUMBER _____

Submittal/Activity ID	Specification, Section and Paragraph	Item Description	Status Code
Authorized Signature			

REMARKS: _____

FILE NO. _____ SIGNED: _____
CONTRACTOR(NAME/TITLE)

DATE: _____

SP5-06 PRELIMINARY SUBMITTAL LIST Submittals shall be furnished for all items indicated in the following listing (pages follow).

Submittals denoted with an asterisk* indicated that the submittal or shop drawing is due at the pre-construction conference.

The submittals listing is intended to provide the Contractor with a minimum listing of required submittals. Additional submittals may be required at the discretion of the Engineer. The submittals listed shall be included in the Contractor's CPM schedule using a discreet schedule activity ID number for each submittal with the exception of Operation and maintenance Manuals and Manufacturer's Warranty Certificates. All submittals shall have assigned due dates. Due dates shall correspond with the approved scheduled start dates for related activities allowing a minimum of two weeks for Engineer's review and adequate time for fabrication and delivery of the material.

Number	Submittal Description
1.	Preliminary CPM Contractor's construction schedule *
2.	A schedule of values *
3.	Revisions to the critical path method construction schedule and monthly report.
4.	Contractor's emergency names and phone list *
5.	A list designating those portions of the work to be performed by subcontractor's and the Contractor's own forces
6.	A list of subcontractors and material suppliers with an experience statement
7.	Copy of all executed subcontracts, including material suppliers (to be submitted before any subcontractor or material supplier begins work)
8.	Certification from the Contractor's registered land surveyor or professional Engineer that the primary control established are acceptable and adequate to allow the Contractor's construction staking to meet the accuracy requirements of the specification
9.	Duplicate original certified payroll reports and statement of compliance, from the Contractor and all subcontractors
10.	Manufacturer's certified test reports for all paint shipped to the project (Civil Technical Specification Item P-620)
11.	Contractor's affidavit regarding settlement of claims (Project Close Out Requirement)
12.	Submit a Disadvantage Business Enterprise (DBE) utilization percent obtained for the project (Project Close Out Requirement)
13.	Original affidavit acknowledging that all subcontractors, material suppliers, payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied (Project Close Out Requirement)
14.	Record drawings with written certification that the drawings are accurate and complete, due to substantial completion (Project Close Out Requirement)
15.	An original, with Notary Signature, full and final release and waiver on liens from the Contractor and each subcontractor and material supplier that documents that they have been paid in full (Project Close Out Requirement)
16.	A lien release documenting that all subcontractors and material suppliers have been paid for the previous months work (Monthly Requirement)
17.	Certificate of Final Completion (Project Close Out Requirement)
18.	Written warrantee, due at final completion (Project Close Out Requirement)

<u>Number</u>	<u>Submittal Description</u>
19.	Furnish properly executed complete releases of lien form all material men and subcontractors who have furnished materials or labor for the work and submit supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required
20.	Furnish Contractor's affidavit of release of liens (2 copies) that all material, men, women and subcontractors have been paid in full. In the event they have not been paid in full, the Owner shall retain a sufficient sum to pay them in full and at his option may make direct payment to obtain complete releases of lien
21.	Furnish Contractor's affidavit of debts and claims (2 copies)
22.	Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications and similar documents
23.	Furnish consent of surety to final payment
24.	Submit evidence of final, continuing insurance coverage complying with insurance requirements
25.	Certify that all social security, unemployment and all other taxes, (City, State and Federal Government) have been paid
26.	Provide receipt, as applicable, of affidavits certifying all labor standards of local, state, or federal requirements have been complied with by the Contractor
27.	Submit actual (final) Disadvantage Business Enterprise (DBE) subcontractor participation amounts and percentages

END OF SECTION SP5

SP6 - PROGRESS MEETINGS

SP6-01 WEEKLY PROGRESS MEETINGS The Resident Project Representative or the City's representative will conduct weekly progress meetings at regularly scheduled times convenient for all parties involved. Progress meetings are in addition to specific meetings held for other purposes, such as coordination meetings. A three (3) week look-ahead schedule shall be developed by the Contractor prior to the start of the meeting and will be discussed during the planning portion of the agenda by a representative of the Contractor. Additionally, discussions will address administrative and technical issues of concern, determining resolutions and development of deadlines for resolution with allowable time frames.

Refer to Special Provision No. 1, *Construction Schedule* for additional requirements.

SP6-02 ATTENDEES As may be required by the Engineer, in addition to representatives of the Airport and the Contractor, each subcontractor, supplier or other entity concerned with current work in progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the contract and authorized to conclude matters relating to progress.

SP6-03 AGENDA Review and correct or approve minutes of the previous progress meeting prepared by the Engineer. The meeting minutes will document issues of significance including submittals, schedules, quality control, safety, problems encountered, and the assignment of responsibilities for future action. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.

SP6-04 CONTRACTOR'S CONSTRUCTION SCHEDULE Review progress since the last meeting. Determine where such activity is in relation to the Contractor's construction schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.

Review the present and future needs of each entity present, including such items as:

- a. Interface requirements
- b. Time
- c. Sequences
- d. Deliveries
- e. Off-Site Fabrication Problems
- f. Access
- g. Site Utilization
- h. Submittals
- i. Requests for Information
- j. Non-Compliance Notices
- k. Temporary Facilities and Services
- l. Hours of Work
- m. Resource Allocation
- n. Hazards and Risks
- o. Housekeeping
- p. Quality and Work Standards
- q. Safety Issues
- r. Change Orders

s. Documentation of Information for Payment Requests

The Engineer will record meeting results and distribute copies to the prime contractor and owner.

END OF SECTION SP6

SP7 - RECORD DOCUMENTS AND PROJECT CLOSEOUT REQUIREMENTS

SP7-01 DEFINITION Record copies are defined to include those documents or copies relating directly to performance of the work, which Contractor is required to prepare or maintain for Owner's records, recording the work as actually performed. In particular, record copies show changes in the work in relation to way in which shown and specified by original contract documents; and show additional information of value to Owner's records, but not indicated by original Contract Documents. Record copies include newly-prepared drawings (if any are specified), marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all.

SP7-02 RECORD DRAWINGS The Contractor shall maintain a set of Record Drawings at the job site. These shall be kept legible and current and shall be available for inspection at all times by the Engineer. Show all changes or work added on these Record Drawings in a contrasting color.

- 1. Mark-up Procedure** - During progress of the work, the Contractor shall maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, change order numbers and similar identification. Require each person preparing mark-up to initial and date mark-up and indicate name of firm. Label each sheet "PROJECT RECORD" in 1½-inch high letters. In showing changes in the work use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by project datum. Give dimensions from a permanent point.
- 2. Preparation of Transparencies** - In preparation for certification of substantial completion on last major portion of the work, review completed mark-up of record drawings and shop drawings with the Engineer. The Engineer will then proceed with preparation of a full set of corrected transparencies for contract drawings. The Engineer will date each updated drawing and label each sheet "PROJECT RECORD" in 1½-inch high letters. Printing as required herein is the responsibility of the Engineer.
- 3. Copies and Distribution** - Upon completion of transparency record drawings, the Engineer shall prepare three blue-line or black-line prints of each drawing, regardless of whether changes and additional information were recorded thereon. The Engineer shall then organize each of three copies into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates. The mark-up set of prints maintained during the construction period shall be bound in the same manner. The Engineer will retain one copy set. At completion of the project, the Engineer shall submit one (1) set of bond, one (1) set of prints, with changes noted thereon, and one (1) AutoCAD files to the Owner.
- 4. Additional Requirements** - Record Drawings shall contain the names, addresses and phone numbers of the General Contractor and the major sub-contractors.
- 5. Acceptability** - The Engineer shall be the sole judge of the acceptability of the Record Drawings. Receipt and acceptance of the As-Built drawings is a pre-requisite for Final Payment.

SP7-3 RECORD SPECIFICATIONS During progress of the work, maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, mark-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon

completion of mark-up on to Engineer for Owner's records, label front cover "PROJECT RECORD" in 1½-inch high letters.

Where the manual is printed on one side of page only, mark the variation on blank left-hand pages of Project Manual, facing printed right-hand pages containing text affected by variation.

SP7-04 RECORD PRODUCT DATA During progress of the work, maintain one copy of each product data submittal, and mark-up significant variations in the actual work in comparison with submitted information. Include both variations in product as delivered to site and variations from manufacturer's instructions and recommendation for installation. Give particular attention to concealed products and portions of the work, which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set of product data submittal to the Engineer for Owner's records. Label each data submittal "PROJECT RECORD" in 1½-inch High letters.

SP7-05 RECORD SAMPLE SUBMITTAL Immediately prior to date(s) of substantial completion, the Engineer and Owner's personnel will meet with the Contractor at the site, and will determine if any of submitted samples maintained by Contractor during progress of the work are to be transmitted to Owner for record purposes. Comply with the Engineer's instructions for packaging, identification marking, and delivery to Owner's sample storage space. Dispose of other samples in the manner specified for disposal of surplus and waste materials, unless otherwise indicated by the Engineer.

SP7-06 MISCELLANEOUS RECORD SUBMITTALS Refer to other sections of these specifications for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for Owner's records. Categories of requirements resulting in miscellaneous work-records are recognized to include, but are not limited to, the following:

1. Surveys by a Registered Land Surveyor establishing lines and levels of finished construction.
2. Inspection and Testing Report: Where not processed as shop drawings or product data.

SP7-07 PROJECT CLOSEOUT Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units or work are specified in other sections. Time of closeout is directly related to substantial completion, and therefore may be a single time period for the entire work or a series of time periods for individual parts of the work, which have been certified as substantially complete at different dates. The time variation, if any, shall be applicable to other provisions of this section.

SP7-08 PRE-REQUISITES TO SUBSTANTIAL COMPLETION Prior to requesting the Engineer's inspection for certification of substantial completion, for either entire work or portions thereof, complete the following and list known exceptions in request.

- a. In progress payment request coincident with, or first following date claimed, show 100% completion for portion of work claimed as "substantially completed" or list incomplete items, value of incompleteness, and reasons for being incomplete.
- b. Include supporting documentation for completion as indicated in the Contract Documents.
- c. Submit statement showing accounting of changes to the Contract Sum.
- d. Advise Owner of pending insurance changeover requirements.
- e. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including, where required, occupancy permits, operating certificates, and similar releases.
- f. Deliver tools, spare parts, extra stocks of materials and similar physical items to Owner.

- g. Make final change-over of lock and transmit keys to Owner, and advise Owner's personnel of change-over in security provisions.
- h. Complete start-up testing of systems, and instructions of Owner's operating maintenance personnel. Discontinue or change over and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups and similar elements.

Inspection Procedures - Upon receipt of Contractor's request, the Engineer will proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, the Engineer will prepare a Certificate of Substantial Completion or advise the Contractor of work which must be performed prior to issuance of Certificate and will perform a repeat inspection when requested and assured by the Contractor that work has been substantially completed. Results of completed inspection will form initial "punchlist" for final acceptance.

SP7-09 PRE-REQUISITES TO FINAL ACCEPTANCE Prior to requesting the Engineer's final inspection for certification of final acceptance as required by the Special Provisions, the Contractor shall complete the following and list known exceptions in the request:

- a. Submit a certified copy of the Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Engineer.
- b. Complete final clean-up requirements.
- c. Re-inspection Procedures: Following Substantial Completion, the Contractor shall correct or remedy all Punch-list items to the satisfaction of the Engineer and Owner within a two (2) week period after the Date of Substantial Completion. If subsequent inspections are necessary after the two-week period in order to eliminate all deficiencies, the cost of all subsequent inspections with respect to Owner and Engineer's time shall be paid by Contractor. When ready, the Contractor shall request in writing a final inspection of the work. The City Engineering Department, City of El Paso, will make the final inspection for acceptance. Upon completion of re-inspection, the Engineer will prepare certificate of Final Acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for Final Acceptance. If necessary, procedures will be repeated.

SP7-10 PRE-REQUISITES TO FINAL PAYMENT Final Payment will be made after final acceptance of the project by the Engineer and Owner upon request by the Contractor on condition that the Contractor:

- a. Furnish properly executed complete releases of lien from all material men and subcontractors who have furnished materials or labor for the Work and submit supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
- b. Furnish Contractor's Affidavit of Release of Liens (2 copies) that all material men and subcontractors have been paid in full. In the event they have not been paid in full, the Owner shall retain a sufficient sum to pay them in full and at his option may make direct payment to obtain complete releases of lien.
- c. Furnish Contractor's Affidavit of Debts and Claims (2 copies).
- d. Furnish required set of record drawings and maintenance and operating instructions of new equipment.
- e. Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications and similar documents.
- f. Furnish a signed guarantee, in form acceptable to Engineer and Owner agreeing to repair or replace as decided by the Engineer, all work and materials that prove defective within one (1) year (or more) from the date of final acceptance, including restoration of all other work damaged in making such repairs or replacements.
- g. Furnish consent of Surety to final payment.

- h. Submit updated final statement, accounting for final changes to Contract Sum.
- i. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- j. Certify that all Social Security, Unemployment and all other taxes, (City, State, and Federal Government) have been paid.
- k. Provide receipt, as applicable, of affidavits certifying all labor standards of local, State, or Federal requirements have been complied with by the Contractor.
- l. Submit actual DBE Subcontractor participation amounts and percentages.
- m. Submit all remaining certified payroll reports and statement of compliance for the Contractor and all subcontractors.
- n. Collect and submit all security badges from terminated employees (to be submitted within 24-hours when employee is terminated, however final payment is contingent upon notification to Airport Operations).

SP7-11 RECORD DOCUMENT SUBMITTALS Specific requirements for record documents are shown in Section No. 7, *Record Documents and Project Closeout Documents*. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in secure, fire-resistive location; provide access to record documents for the Engineer's reference during normal working hours.

1. **Record Drawings.** The Engineer shall organize record drawing sheets into manageable sets, bind with durable paper cover sheet, and print suitable titles, dates and other identification on cover of each set.
2. **Record Specifications.** Upon completion of mark-up, submit to the Engineer for the Owner's records.
3. **Record Product Data.** Upon completion of mark-up, submit complete set to the Engineer for Owner's records.
4. **Record Sample Submittal.** Comply with the Engineer's instructions for packaging, identification marking, and delivery to Owner's sample storage space.
5. **Miscellaneous Record Submittals.** Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records.
6. **Maintenance Manuals.** Complete, place in order, properly identify and submit to the Engineer for the Owner's records.

SP7-12 CLOSEOUT PROCEDURES General operating and maintenance instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel at project site to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts, and materials, lubricants, fuel, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain bonds and similar continuing commitments.

SP7-13 FINAL CLEANING Provide final clean-up of the work at time indicated consisting of cleaning each surface or unit of work to normal "clean" condition.

Removal of Protection - Remove temporary protection devices and facilities which were installed during the course of the work to protect previous completed work during the remainder of construction period.

Compliances - Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, bury debris or excess materials on the owner's property; discharge volatile or

other harmful or dangerous materials into drainage systems. Remove waste materials from site and dispose of in a lawful manner. Where extra materials of value remain after completion of associated work and such materials have become the Owner's property, dispose of or store these as directed by the Owner.

END OF SECTION SP7

SP8 - OPERATIONS AND SECURITY

SP8-01 CONTRACTOR OPERATIONS ON THE AIRPORT The Contractor shall control his operations so as to cause minimal interference with Airport and aviation operations. Access to the construction area will be controlled by the Airport Manager.

The Contractor will be required to attend a Pre-construction Conference and at that time will be informed of acceptable access routes and whether there are any restricted areas on the airport.

Any damage to paved areas, lighting, existing structures, vehicles, fences, or other areas outside the project area due to the Contractor's operations shall be repaired by the Contractor at no cost to the Owner.

The construction operations plan has been developed to mitigate the adverse impacts of construction on aeronautical operations on the airport. Strict adherence to the provisions of the construction operations plan by all personnel assigned to or visiting the construction site is mandatory for all construction projects. In the event contractor activities are not in conformance with the provisions of the construction operations plan, the contractor shall immediately cease those operations involved in the violation of the provisions of the construction operations plan and conduct a safety meeting. The owner may direct the contractor, in writing, to immediately cease those operations involved of the provisions of the construction operations plan. The contractor shall not resume construction operations until an appropriate action is taken as determined by the Owner.

SP8-02 LIMITATIONS OF OPERATIONS The following scheduling requirements are being provided to serve as supplemental information in preparation of the bid, as well as the operation criteria which must be met under this contract.

1. Definitions:

- a. Air Operations Area: 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.
- b. Runway Lights/Runway Edge Lights: Lights having a prescribed angle of emission used to define the lateral limits of a runway. Runway lights are uniformly spaced and the intensity may be controlled or preset.
- c. Threshold Lights: Fixed green lights arranged symmetrically left and right of the runway centerline, identifying the runway threshold.
- d. Runway End Identifier Lights/REIL: Two synchronized flashing lights, one on each side of the runway threshold, which provide rapid and positive identification of the approach end of a particular runway.
- e. Precision Approach Path Indicator/PAPI: An airport lighting facility providing vertical visual approach slope guidance to aircraft during approach to landing by radiating a directional pattern of high intensity red and white focused light beams which indicate to the pilot that he/she is "on path" if he sees red/white, "above path" if white/white, and "below path" if red/red.

f. Airport Marking Aids: Marking used on runway and taxiway surfaces to identify a specific runway, a runway threshold, a centerline, a hold line, etc. A runway should be marked in accordance with its present usage such as:

- (1) Visual.
- (2) Nonprecision instrument.
- (3) Precision instrument.

g. General Aviation: That portion of civil aviation which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from a Civil Aeronautics Board and Large aircraft commercial operators.

h. Runway: A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length. Runways are normally numbered in relation to their magnetic direction rounded off to the nearest 10 degrees; e.g., runway 16 and runway 34.

i. Taxi: The movement of an airplane under its own power on the surface of an airport.

j. Taxiway Lights/Taxiway Edge Lights: Lights having a prescribed angle of emission used to define the lateral limits of a taxiway and are blue in color.

k. Visual Flight Rules/VFR: Rules that govern the procedures for conducting flight under visual conditions. The term "VFR" is also used in the United States to indicate weather conditions that are equal to or greater than minimum VFR requirements.

l. Air Carrier Operation: The takeoff and landing of an air carrier aircraft and includes the period of time from 15 minutes before and until 15 minutes after the takeoff or landing.

m. Air Carrier Aircraft: An aircraft with a seating capacity of more than 30 passengers which is being operated by an air carrier.

n. Safety Area: A designated area abutting the edges of a runway or taxiway intended to reduce the risk of damage to an aircraft inadvertently leaving the runway or taxiway.

2. Limitations of Operations.

a. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the air operations areas of the airport.

b. When the work requires the Contractor to conduct his/her operations within an air operations areas of the airport, the work shall be coordinated with the Owner (through the Engineer) at least 48 hours prior to commencement of such work.

c. When the Contractor's equipment crosses any area used by aircraft for taxiing, takeoff or parking, a power broom and/or hand sweeping shall be used to keep this area clean of debris which would damage aircraft engine or propeller.

d. The perimeters of the actual work areas shall be adequately barricaded (low level barricades) and lighted with omnidirectional flashing yellow obstruction clearance lights to prevent intrusion by taxiing aircraft and vehicles. The Contractor is required to prepare a barricade plan and to submit the plan to the Engineer at the Pre-construction Conference. All barricades shall be low profile type and have alternate orange and white marking and supplemented with two (2) orange flags and least 20- by 20- inches square and made and installed so that they are always in the extended position and properly oriented. Written approval of the Contractor's barricade plan is required prior to commencing work. The Contractor will be obligated to protect the public and will be expected to provide suitable quantity and quality of barricades and to rearrange them as the project progresses.

e. If existing edge lighting is rendered inoperable on an active taxiway, the Contractor must install temporary signs and lights, meeting FAA Advisory Circular for obstruction lights, or lights and wiring meeting NEC Article 300, and FAA Advisory Circular for permanent lighting. There will be no separate pay item for temporary signs and lights except as specified and indicated, specifically in the technical provisions and on the drawings. Costs for all temporary wiring other than specified and indicated shall be included with and allocated among other bid items.

f. The Contractor will provide yellow rotating beacons at all times during night work hours and checkered flags during daylight for all vehicles on the construction site, in accordance with AC150/5210-5D Painting, Marking, and Lighting of vehicles used on an airport. There will be no separate pay item for yellow warning lights temporary signs and lights, obstruction lights, barricades or checkered flags. The cost will be included in other bid items.

3. Maintenance of traffic. See General Provisions, Paragraph 80-04 (Limitations of Operations)

a. 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/her own operations and the operations of all his/her subcontractors.

b. With respect to his/her own operations and the operations of all his/her 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. See General Conditions, Paragraph 40-05 (Maintenance of Traffic).

SP8-03 SECURITY REQUIREMENTS Contractor shall be responsible for protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

In addition, the Owner will require that:

- a. Contractor's job superintendent and other person(s) entering the airport for construction purposes shall attend a security training session administered by the Airport Security Officer.
- b. The contractor and subcontractors shall provide to airport management a letter verifying ten-year background on their foreman who will be responsible for the job site. This letter need only verify employment/unemployment status.

- c. The job superintendent and assistant superintendent, will be responsible for escorting their employees while on the job site, assuring that no breeches of the airport security program occur. The construction area must be clearly spelled out in a diagram or map.
- d. The contractor must maintain a sign-in sheet, kept on a daily basis, recording the names and company of all visitors and employees working on the job site. A copy shall be given to airport management when requested. If an access gate is unguarded, it must be securely locked.
- e. The contractor shall place a construction employee at the vehicle gate used to bring construction materials to the job site. That individual shall be responsible for maintaining a log of the suppliers entering the AOA, company name, driver name, time in and out, and provide security information as to areas they are permitted to be in and the most direct route giving access to and from the job site. This information shall be kept by the job foreman and provided by airport management. No vehicles or personnel will be allowed to pass through an active AOA without an escort. When air carriers or other aviation passengers are present on the ramp, all vehicles and personnel will remain a minimum of 200 feet from aircraft and/or passengers.
- f. The job superintendent shall be responsible for assuring that the construction site is secured from unlawful intrusions by unauthorized individuals at the end of each day by exercising security awareness and oversight and locking gates used.
- g. All construction personnel in the AOA shall wear a uniform shirt/jacket which will clearly identify them as being authorized to work/have access in the AOA.

SP8-04 SAFETY AND HEALTH REGULATIONS The CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), as amended.

The attention of the CONTRACTOR is directed to the provisions of Section 4(B) (4) of the Occupational Safety and Health Act of 1970, as follows:

"Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment."

END OF SECTION SP8

SP9 - CONTRACTOR'S QA/QC PLAN

SP9-01 NOTIFICATION. The Owner has identified the tests and frequencies in the following to be the minimum reasonable numbers and types of tests to be performed by the Owner and Contractor for this work. The Owner reserves the right to unilaterally adjust the numbers and/or frequencies of those tests he will perform. Such listing of tests required by the Contractor may not be all-inclusive and does not relieve the Contractor of any QA/QC obligation included elsewhere in the Contract Documents.

TABLE 1
TABLE OF TESTING REQUIREMENTS
QUALITY ASSURANCE (OWNER) AND QUALITY CONTROL (CONTRACTOR)

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-152 Field	ASTM D1557	Moisture-Density Relations	As required	X	X
P-152 Field	ASTM D4718	Correction for Oversized Particles	As Required	X	X
P-152 Field	ASTM D1556 or D6938	Density of In-Place Soil/ Soil Aggregate Mixtures	500 square yards of completed subgrade	X	
P-156 Mix Design	ASTM D1633	7-Day Compressive Strength	1 each per mix design		X
P-156 Acceptance	ASTM D558	Density	1 per each 2 days of placement or as required	X	X
P-156 Field	ASTM D6938	In-place density	1 per 1,000 square yards	X	X
P-156 Field	ASTM C174	Thickness	1 per 1,000 square yards		X
P-156 Field		Surface Test	As Required		X

TABLE 1 (cont'd)
TABLE OF TESTING REQUIREMENTS
QUALITY ASSURANCE (OWNER) AND QUALITY CONTROL (CONTRACTOR)

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-207 Mix Design	ASTM D1883	CBR	1 per each		X
P-207 Field	ASTM C117 & C136	Gradation	2 samples per day	X	X
P-207 Field	ASTM D1556 or D6938	Field Density	1 per 1,200 square yards	X	X
P-207 Field	ASTM D1557	Moisture-Density Relation	1 per each 5 days of placement or as required	X	X
P-207 Field	-	Surface Tolerances	As Required	X	X
P-207 Field	-	Thickness	1 per 1,200 square yards		X

TABLE 1 (cont'd)
TABLE OF TESTING REQUIREMENTS
QUALITY ASSURANCE (OWNER) AND QUALITY CONTROL (CONTRACTOR)

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-403 Acceptance	ASTM C131	Los Angeles Abrasion for Coarse Aggregate	1 each		X
P-403 Acceptance	ASTM C88	Sodium Sulfate Soundness for Coarse Aggregate	1 each		X
P-403 Acceptance	ASTM C142	Clay Lumps and Friable Particles	1 each		X
P-403 Acceptance	ASTM D5821	Fractured Faces	1 each		X
P-403 Acceptance	ASTM D4791	Flat or Elongated Pieces for Coarse Aggregate	1 each		X
P-403 Acceptance	ASTM D4318	Atterberg Limits for Fine Aggregate	1 each		X
P-403 Acceptance	ASTM C88	Soundness	1 each		X
P-403 Acceptance	ASTM C142	Clay Lumps	1 each		X
P-403 Acceptance	ASTM D2419	Sand Equivalent	1 each		X
P-403 Acceptance	ASTM D4867	Tensile Strength Ratio	1 per each mix design		X
P-403 Acceptance	ASTM D6084	Elastic Recovery	1 each		X
P-403 Acceptance	ASTM C136 and C117	Aggregate Gradation	1 per each mix design		X

TABLE 1 (cont'd)
TABLE OF TESTING REQUIREMENTS
QUALITY ASSURANCE (OWNER) AND QUALITY CONTROL (CONTRACTOR)

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-403 Acceptance	AASHTO T316	Rotational Viscosity	1 each		X
P-403 Acceptance	AASHTO T48	Flash Point	1 each or as required		X
P-403 Acceptance	NEV T746	Ductility	1 each on Unaged Binder or as required 1 each on PAV Binder or as required		X
P-403 Acceptance	NEV T745	Toughness and Tenacity	1 each or as required		X
P-403 Acceptance	NEV T730	Sieve Test	1 each		X
P-403 Acceptance	AASHTO T315	Dynamic Shear Modulus	1 each on Unaged Binder 1 each on RTFO Binder 1 each on PAV Binder		X
P-403 Acceptance	NEV T728	Average Mass Change	1 each		X
P-403 Acceptance	AASHTO T313	Flexural Creep Stiffness Modulus and m-value	1 each		X
P-403 Acceptance	AASHTO T314	Direct Tension Strain	1 each or as required		X

TABLE 1 (cont'd)
TABLE OF TESTING REQUIREMENTS
QUALITY ASSURANCE (OWNER) AND QUALITY CONTROL (CONTRACTOR)

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-403 Plant Production	AASHTO T324	Hamburg Wheel Test	1 per mix design	X	
P-403 Plant Production	ASTM D3203	Laboratory Compacted Determination of Air Voids	1 per subplot	X	
P-403 Plant Production	ASTM D2726	Laboratory Compacted Bulk Specific Gravity	1 per subplot	X	
P-403 Plant Production	ASTM D2041	Laboratory Compacted Theoretical Maximum Specific Gravity	1 per subplot	X	
P-403 Plant Production	ASTM D2726	Cored Samples Bulk Specific Gravity	Mat – 1 per subplot Joint – 1 per subplot	X	X Coring
P-403 Plant Production	ASTM D2172 or D6307 or D4125	Asphalt Content	1 per subplot		X
P-403 Plant Production	ASTM D5444 and ASTM C136 and C117	Aggregate Gradation	1 per subplot		X
P-403 Plant Production	ASTM C566	Moisture Content of Aggregate	1 per day		X
P-403 Plant Production	ASTM D1461 or AASHTO T110	Moisture Content of Mixture	1 per subplot		X
P-403 Field	ASTM D2950	In-Place Density	As Required		X

TABLE 1 (cont'd)
TABLE OF TESTING REQUIREMENTS
QUALITY ASSURANCE (OWNER) AND QUALITY CONTROL (CONTRACTOR)

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-610 Mix Design	ASTM C1260	Reactivity	1 each as outlined in specification		X
P-610 Mix Design	ASTM C33	Course Aggregate Gradation	1 each		X
P-610 Mix Design	ASTM C618	Fly Ash Material	1 each		X
P-610 Mix Design	ASTM C311	Fly Ash Calcium Oxide content	1 each		X
P-610 Mix Design	ASTM C618	Fly Ash Reporting	3 previous reports		X
P-610 Mix Design	ASTM C989	Slag Cement	1 each		X
P-610 Mix Design	ASTM C1602	Water	1 each		X
P-610 Mix Design	ASTM C260 & C494	Admixtures	1 each		X
P-610 Mix Design	ASTM C31 & C39	Compressive Strength	3 per each test age; 7, 14, 28 day		X
P-610 Field	ASTM C143	Slump	Once per day	X	
P-610 Field	ASTM C231	Air Content	Once per day	X	
P-610 Field	ASTM C31 & C39	Compressive Strength	3 per each test age; 7, 14, 28 day	X	

TABLE 1 (cont'd)
TABLE OF TESTING REQUIREMENTS
QUALITY ASSURANCE (OWNER) AND QUALITY CONTROL (CONTRACTOR)

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
D-701 Field	ASTM C 136	Gradation	As Required		X
D-701 Field	ASTM D 1557	Moisture-Density Relations	As Required		X
D-701 Field	ASTM D 1556,2167, 6938, or 2922 & 3017	Density of In-Place Soil/ Soil Aggregate Mixtures	1 per each lift	X	X
D-701 Field		Video Inspection			
D-701 Field		Hydrostatic Testing	As required		X
D-705 Field	ASTM C 136	Gradation			X
D-705 Field	ASTM D 6938	Density of In-Place Soil/ Soil Aggregate Mixtures	As required		X
D-751 Field	Requirements per P-610 & P-152	Concrete & Backfill	As required		X

Refer to Section L-100 Electrical Testing Requirements

END OF SECTION SP9