



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

ENTER INTO CONTRACT WITH DBT TRANSPORTATION SERVICES LLC FOR THE WARREN COUNTY AIRPORT- JOHN LANE FIELD INSTALL NEW AWOS III-PT PROJECT

WHEREAS, pursuant to Resolution #22-1083, adopted July 19, 2022, this Board approved a Notice of Intent to Award Contract for the Warren County Airport – John Lane Field Install New AWOS III- PT Project to DBT Transportation Services, LLC for a total contract price of \$114,983.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with DBT Transportation Services, LLC, 1500 City West Blvd. Suite 550, Houston, Texas 77042, for said project, for a total contract price of \$114,983.00; as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

22-1083

July 19, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO DBT TRANSPORTATION SERVICES LLC FOR THE WARREN COUNTY AIRPORT JOHN LANE FIELD INSTALL NEW AWOS III-PT PROJECT

WHEREAS, bids were closed at 10:00 a.m., on May 24, 2022, and the bids received were opened and read aloud for the Warren County Airport John Lane Field Install New AWOS III-PT Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by the Warren County Airport Authority Board, DBT Transportation Services has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Airport Authority Board, that it is the intent of this Board to award the contract to DBT Transportation Services, 1500 City West Blvd. Suite 550, Houston, Texas 77042, for a total bid price of \$114,983.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent
Mr. Grossmann – yea
Mr. Young – yea

Resolution adopted this 19th day of July 2022.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

cc: Airport (file)
OMB Bid file

SPECIFICATIONS AND BIDDING DOCUMENTS FOR

2022 IMPROVEMENTS TO WARREN COUNTY AIRPORT JOHN LANE FIELD Lebanon, Ohio

INSTALL NEW AWOS III-PT

AIP Project No. 3-39-0045-026-2022

**PREPARED FOR THE
THE WARREN COUNTY AIRPORT AUTHORITY**

April 2022
Set No.

Prepared By:



1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43215
(614) 486-4383

AAIA OF 1982 SECTION 509(d) ASSURANCES

In compliance with the Airport and Airway Improvement Act of 1982, Section 509(d) as amended and the sponsor's certification, these plans and specifications have been prepared in accordance with current F.A.A. standards, identified in F.A.R. Part 152.



Brian K. Crosier, P.E.
Project Manager
Stantec Consulting Services Inc.

05/04/22

Date

INDEX

<u>Description</u>	<u>Pages</u>	
I. BIDDING/CONTRACT INFORMATION (white)		
Advertisement.....	1	
Introduction.....	1	
Information to Bidders.....	11	
Proposal.....	15	
Bid Guaranty and Contract Bond.....	2	
Contract.....	4	
Contract Affidavit.....	1	
Contract Bond.....	1	
Delinquent Personal Property Tax Affidavit.....	1	
Prohibition of Segregated Facilities.....	1	
Affidavit of Lien Release.....	1	
II. GENERAL CONTRACT PROVISIONS (green)		
General Contract Provisions Index.....	2	
General Contract Provisions.....	37	
Supplementary General Contract Provisions.....	1	
Prevailing Federal Wage Rates.....	##	
III. SPECIAL PROVISIONS (yellow)		
Index To Special Provisions.....	1	
Federal Construction Contract Requirements.....	42	
General Construction Requirements.....	6	
IV. TECHNICAL SPECIFICATIONS (blue)		19
V. CONSTRUCTION SAFTEY AND PHASING PLAN.....		1

**BIDDING/CONTRACT
INFORMATION**

ADVERTISEMENT

Sealed bids will be received by the Warren County Airport Authority in the airport administration building at the Warren County Airport - John Lane Field located at 2460 Greentree Road, Lebanon, Ohio 45036 until 10:00 A.M. local time on Tuesday May 24 , 2022, and will be publicly opened and read aloud on site on that date for the following work at Warren County Airport, Lebanon, Ohio: **Install New AWOS III-PT**, including removing existing AWOS III equipment, installation of new AWOS III-PT equipment, and other associated items of work.

Copies of the Contract Documents containing all the forms and requirements are available to prospective bidders by request from the Warren County Airport Authority. Bidders must obtain a copy of the Contract Documents from the Warren County Airport Authority, and bids must be submitted on the Proposal Forms contained in these Contract Documents. Bids based on review of plan room documents without acquiring from the Warren County Airport Authority will not be accepted. For additional information contact Alan Wolfson at (513) 403-3696 or alan.wolfson@fuse.net.

Bids shall be accompanied by either a combined "Bid Guaranty and Contract Bond" for 100 percent of the bid; or by a certified check, or a cashier's check, on a solvent bank in the amount of 10 percent of the bid. If a check is submitted, a separate Contract Bond for One Hundred percent (100%) of the amount of the contract, with a satisfactory surety or sureties, will then be required from the successful bidder for the faithful performance of the work. The bidder will be required to state in full detail, on their bid, their experience in the type of work for which they are submitting a bid. Bids from contractors inexperienced in the particular class of work for which they are bidding will not be considered.

Work will be subject to the following federal requirements included in the Special Provisions, depending on the amount of the bid: Civil Rights - General; Civil Rights - Title VI Assurances; Federal Fair Labor Standards Act; Occupational Safety and Health Act of 1970; Access to Records and Reports; Buy American Preference; Disadvantaged Business Enterprise; Energy Conservation Requirements; Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Trade Restriction Clause; Veteran's Preference; Copeland "Anti-Kickback Act; Davis-Bacon Labor Provisions; Distracted Driving; Affirmative Action Requirement; Equal Employment Opportunity; Prohibition of Segregated Facilities; Procurement of Recovered Materials; Termination of Contract; Governmentwide Debarment and Suspension; Contract Work Hours and Safety Standards Act Requirements; Lobbying and Influencing Federal Employees; Breach of Contract Terms; Clean Air and Water Pollution Control; and Governmentwide Requirements for Drug-free Workplace. Additional information on these regulations is contained in the Contract Documents. Attention of the bidder is also called to the requirements of the State of Ohio relative to licensing of corporations and the disclosure of the location of work on the project.

Title VI Solicitation Notice. (Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration). The Warren County Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Award of work, if it is awarded, will be made to the lowest and best bidder whose proposal complies with all requirements prescribed. The right is reserved to waive any informalities or technical defects, as the interests of the Warren County Airport Authority may require, or to reject any or all proposals. No award will be made if it exceeds the Engineer's Estimate by more than 10 percent.

By: Warren County Airport Authority
Advertising Dates: May 8 and May 15, 2022

INTRODUCTION

It is the intent of these CONTRACT DOCUMENTS to serve as the basis for preparing a contractor's estimate of cost or the contractor's bid; to show engineering intent and to set a level of quality of workmanship and performance; and as the basis for the written contract or agreement between the Warren County Airport Authority and the Warren County Board of Commissioners (OWNER) and the CONTRACTOR.

They represent the composite of the requirements of the ENGINEER, the OWNER and any and all funding agencies. An effort has been made, insofar as is practicable, to minimize any duplication or conflict in requirements or standards or performance and workmanship. Inasmuch as this is not always possible, there may be contained herein some conflicting requirements or standards. When such is the case, the more stringent requirements shall always govern, unless stated otherwise. Likewise, Supplemental Provisions will amend and/or add to the Standard Provisions and shall always have precedence over the provisions to which they are a supplement.

The ENGINEER, acting as the OWNER's representative, shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner and shall decide any and all questions which may arise as to quality and acceptability of materials furnished and work performed.

INFORMATION TO BIDDERS

1. **Description of Work.** Install New AWOS III-PT, including removing of existing AWOS III equipment and installation new AWOS III-PT equipment and other associated items of work.
2. **Pre-Bid Meeting.** A pre-bid meeting will not be held for this project.
3. **Issuance of Proposal Forms.** Copies of the Contract Documents containing all the forms and requirements are available to prospective bidders by request from the Warren County Airport Authority. Bidders must obtain a copy of the Contract Documents from the Warren County Airport Authority, and bids must be submitted on the Proposal Forms contained in these Contract Documents. Bids based on review of plan room documents without acquiring from the Warren County Airport Authority will not be accepted. For additional information contact Alan Wolfson at (513) 403-3696 or alan.wolfson@fuse.net. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:
 - a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
 - b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
 - c. Documented record of Contractor default under previous contracts with the Owner.
 - d. Documented record of unsatisfactory work on previous contracts with the Owner.
4. **Submission of Proposals.** Proposals must be submitted on the proposal forms contained in the bound Specifications and Bidding Documents provided by the ENGINEER. The entire completed Proposal must be returned in a sealed envelope plainly marked “**Bid For 2022 Improvements to Warren County Airport –John Lane Field**”. All pages of the proposal must be completed and submitted with the required bid guaranty. All blank spaces in the Proposal must be properly filled in and the phraseology of the Proposal must not be changed. In the Proposal, the bidder shall state separately, the price bid for labor and the price bid for material, and also the total price (the sum of the separate prices bid for labor and material), in numerals. The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation, as instructed on the Proposal Affidavit. If forwarded by mail, the sealed envelope containing the proposal must be inside a second envelope addressed to the Warren County Airport Authority, 2460 Greentree Road, Lebanon, Ohio 45036, and the envelope shall clearly be labeled “**CONTAINS BID**”.
5. **Bid Amounts.** Prices on the Proposal Form shall be listed in numerals for the unit cost of material, the unit cost of labor, the total unit cost, and the total cost obtained by multiplying the total unit cost by the estimated quantity shown. In the event that there is a discrepancy between the total price shown and the amount calculated by the estimated quantity times the total unit price, the calculated total shall govern. The following is furnished as an example:

UNIT PRICE ITEMS

DESCRIPTION		(A) ESTIMATED QUANTITY	(B) UNIT PRICE OF MATERIAL	(C) UNIT PRICE OF LABOR	(D) TOTAL UNIT PRICE (A + B)	TOTAL PRICE Quantity (A) x Total Unit Price (D)
1	P-401 Bituminous Surface Course, per ton	1,200 Tons	\$25,50	\$15,50	\$41,00	\$49,200,00

LUMP SUM ITEMS

DESCRIPTION		(A) ESTIMATED QUANTITY	(B) UNIT PRICE OF MATERIAL	(C) UNIT PRICE OF LABOR	(D) TOTAL UNIT PRICE (A + B)	TOTAL PRICE Quantity (A) x Total Unit Price (D)
2	P-619 Temporary Airfield Markers, per lump sum	L.S.	\$900,25	\$299,75	\$1,200,00	\$1,200,00

The cost of mobilization; insurance; bonding; compliance with the general conditions, General Provisions, Special Provisions, and Supplementary Special Provisions; scheduling and coordinating work, field supervision, and close-out of the project shall be included in all bid items.

- 6. Bid Guaranty and Contract Bond, Certified Check or Cashier's Check.** Proposals must be accompanied by either a combined Bid Guaranty and Contract Bond, on the form provided herein, with surety or sureties satisfactory to the Owner, or by a certified check or a cashier's check on a solvent bank. If a bond is given, it shall be in favor of the Warren County Airport Authority and will serve as a bid guaranty and a contract bond. If the bond is given by a surety company, proof of authority of the officer or agent signing the bond, together with a recent financial statement of the surety company and a Certificate showing the legal rights of the Bonding Company to do business in the State of Ohio, shall be included. In case a certified check or a cashier's check is given, it shall be drawn payable to the order of the Warren County Airport Authority. The amount of the bond shall be 100 percent of the amount of the bid submitted or, in case of multiple bids, of the highest bid combination submitted. The amount of a check shall be 10 percent of the amount of the bid submitted or, in case of multiple bids, of the highest bid submitted.

The bid guaranty of the bidder to whom the award is made shall be paid to the Owner as stipulated for liquidated damages if the said bidder fails to enter into a contract with the Owner and, if a combined Bid Guaranty and Contract Bond was not provided with the bid, to furnish the required Contract Bond. The Contract must be signed and received by the Owner, with the Contract Bond (if required), within ten (10) days after notice of acceptance of their Bid. All bid guaranties, except those of the three lowest and best bidders, will be returned within thirty (30) days following the opening and review of the proposals. The retained bid guaranties of the unsuccessful of the three lowest and best bidders will be returned within ten (10) days following the award of contract.

Bonds furnished by the Contractor shall remain in effect until the expiration of a one-year guarantee period as assurance of the guarantee herein stipulated. Contract Bonds shall be signed by an authorized agent of an acceptable Surety Bonding Company and by the Bidder. Contract Bonds signed by a Surety Bonding Company shall be supported by credentials showing the power of attorney of the agent, a recent financial statement of the surety company, and a Certificate showing the legal rights of the Bonding Company to do business in the State of Ohio. These supporting credentials need only be furnished by the successful Bidder upon the award of the work.

A bid shall be deemed non-responsive and shall be rejected if the bidder submits with its bond a bid guaranty, contract bond, payment bond, or combination of such bonds, executed by a Surety Company not licensed, or a surplus lines company not approved, by the Superintendent of Insurance to execute such a bond in the State of Ohio.

- 7. Ability and Experience of Bidders.** Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency shall consist of a detailed statement covering the bidder's past experience on similar

work (including references) and a list of equipment and key personnel that would be available for the work. Bids from contractors inexperienced in the particular class of work for which they are submitting a bid will not be considered. A bidder may include evidence that they are prequalified with the State Highway Division for the type of work that is included in the proposed project and that they are on the current "bidder's list" of the state in which the proposed work is located. Where 25 percent or more of the Contract is to be performed by a subcontractor, the detailed experience of that subcontractor shall be included for the type or portion of work they are to construct. Inexperienced subcontractors will not be considered and will be cause for rejection of bid.

Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner. A bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located as evidence of financial responsibility in lieu of the certified statements or reports specified above.

8. **Withdrawal of Bid Proposals.** Proposals may be withdrawn at any time before the scheduled closing time for receipt of bids, but may not be modified and resubmitted. No proposal or bid security may be withdrawn or modified after the scheduled closing time for submission of proposals for at least sixty (60) days, except as provided in Section 9.31 of the Ohio Revised Code.
9. **Rejection of Bid Proposals.** The Owner reserves the unqualified right to reject any or all proposals received and to disqualify or to reject any Bid for any reasonable cause, including the following:
 - a. If the proposal is on a form other than that furnished; or if the form is altered or any part thereof is detached.
 - b. More than one Proposal for the same work is tendered from an individual, firm, or corporation under the same name or different names, or from corporations with one or more of the same persons as officers of such corporations, or from corporations who are holding companies, parent companies or holding companies which are subsidiaries of such corporations.
 - c. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
 - d. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
 - e. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price, or lump sum items.
 - f. Bid prices are obviously unbalanced.
 - g. Lack of competency or adequate labor, machinery, plant and other equipment.
 - h. Evidence of collusion among Bidders.
 - i. Other uncompleted work, whether or not with the Owner, which, in the judgment of the Owner, might hinder or prevent the prompt completion of this Work if awarded.
 - j. Failure to respond to request for clarification of the Bid within seven (7) working days.
 - k. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
 - l. If the applicable Disadvantaged Business Enterprise information is incomplete.

m. Disbarment of bidder.

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

- 10. Award of Contract.** Award of work, if it is awarded, will be made within 60 consecutive calendar days of the opening and review of bids. The 60 day period may be extended by mutual agreement. If awarded, the award will be made to the lowest and best bidder whose proposal complies with all requirements prescribed. In addition to price, the award of the contract will be based on the consideration of the following elements: Whether the bidder involved (a) maintains a permanent place of business; (b) has adequate equipment and financial capability to do the work properly and expeditiously; (c) has appropriate technical experience; and (d) has successfully completed similar previous work. Award will be made to one contractor.

The Owner reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. Therefore, if the Contractor changes its position, economically or otherwise, after receiving a verbal or written notice of award and in reliance upon the Owner executing the Contract, the Contractor agrees to do so solely at its own risk and the Owner will not incur any liability from the Contractor's change of position.

The bidder to whom the work is awarded will be required to execute the Contract and to furnish the required Bond, Certificates of Insurance, and other documents within 10 calendar days from the date when Notice of Award is communicated in writing or orally to the Bidder. In case of failure of the Bidder to execute the Contract, the Owner may, at its option, consider the Bidder in default, in which case the Bidder will be subject to liability as set forth in Section 153.54 of the Ohio Revised Code. The award may then be made to the next lowest and best bidder, or the work may be re-advertised as the Owner may decide.

No award will be made if it exceeds the Engineer's Estimate by more than 10 percent.

- 11. License.** Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporations organized under the laws of any other states or countries. Before a contract will be awarded to a foreign corporation or a person or partnership non-resident of the State of Ohio, such foreign corporation, person, or partnership shall file with the Secretary of State a power of attorney designating an agent for the purpose of accepting service of summons, in any action in law or equity, or both, brought in the State of Ohio.
- 12. Interpretation of Quantities in the Bid Proposal.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.
- 13. Interpretation of Contract Documents.** If any person contemplating submitting a Proposal for the Project is in doubt as to the true meaning of any part of the Contract Documents, or if any requirements in the plans and/or specifications for the project, as a whole, appear to a bidder to be in disagreement with those for the part of the work on which they propose to bid, they may submit to the Owner, a **written** request for an interpretation thereof. Requests for interpretation shall be used for discrepancies, errors, clarifications, unspecified product substitutions, or other questions pertaining to the contract documents and drawings in relation to bidding issues. Non-written responses of any nature will not be considered valid in relation to bidding issues. Send requests to: Warren County Airport Authority, 2460 Greentree Road, Lebanon, Ohio 45036; or by e-mail at alan.wofson@fuse.net, attention: Alan Wolfson. Prospective bidders shall submit **written** requests of said questions to the Engineer, **at least five (5) working days** before the bid opening date. Requests received after this time will not be considered. The person submitting the request will be responsible for its prompt delivery.

If in examining the Contract Documents, the bidder discovers an apparent violation of the State Building Code or other applicable statute or regulation, he shall report such apparent violation to the Engineer promptly. However, this provision shall not be construed as imposing responsibility on the Contractor to insure conformity of the plans and specification to the State Building Code and other applicable regulations.

14. **Addenda**. Any interpretation of the Contract Documents will be made only by Addendum duly issued. A copy of such Addendum will be mailed, faxed or delivered to each person registered with the Engineer as having received a set of such Contract Documents. Any such Addenda shall become part of the Contract Documents. The time for opening the bids shall be extended for one week, if within seventy-two hours before the date set for the opening of bids, the Owner mails or otherwise furnishes to prospective bidders a modification of its plans, specifications, or cost estimate for the project. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents. The Owner will also not be responsible for any errors in the prospective bidders address, phone number, or fax number.
15. **Personal Examination**. Bidders are required to satisfy themselves by personal examination of the contract documents and investigation at the site of the work as to existing conditions and the difficulties likely to be encountered in the performance of the work. By submittal of a Bid, the Bidder represents the following:
 - a. They have read and thoroughly examined the Plans and the Specifications and Bidding Documents, together referred to as the Contract Documents.
 - b. They have a complete understanding of the terms and conditions required for the satisfactory performance of the project.
 - c. They have carefully examined the site of the proposed work, are satisfied as to the nature of the conditions to be encountered in performing the Project, and they have performed all necessary additional investigations preparatory to submitting an informed and intelligent bid and to undertaking performance of the proposed Project. No plea of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work, as a result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all of the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.
 - d. They have familiarized themselves of the requirements of working on an operating airport and understand the conditions that may in any way affect the cost, progress, performance of the work.
 - e. They have compared their site observations with the Contract Documents.
 - f. They have found no errors, conflicts, ambiguities, or omissions in the Contract Documents that would affect the cost, progress, or performance of work, except as previously submitted in writing to the Owner.
 - g. They are familiar with all applicable Federal, State and local laws, rules and regulations pertaining to the execution of the contract and project.
 - h. They have complied with all requirements of the instructions contained in the Contract Documents.
16. **Non-collusion Affidavit**. Each Bidder is required to execute and submit with its Bid a Non-collusion Affidavit in order for its Bid to be considered complete.
17. **Federal Wage Rates**. Work on this project is subject to prevailing federal wage rates (Davis Bacon Act [29 CFR 5]). Each laborer, workman or mechanic employed by the Contractor for the work herein specified or by the subcontractor or by other persons upon such work shall be paid not less than the highest minimum rate of wages as determined U. S. Department of Labor. Current Federal Wage Rates in effect are enclosed.

All contractors or subcontractors shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages, as set forth in the contract. Such records shall be preserved for a period of three years from date of receipt of final payment.

Every contractor and subcontractor shall submit weekly for each week in which any contract work is performed, a certified copy of their payroll. The certified payroll shall be submitted to the Engineer, acting as a representative of the Owner. 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 Warren County Airport Authority for transmission to the Federal Aviation Administration or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

In addition, the contractor, at the beginning of performance under the contract, shall submit to the Engineer a schedule of the dates during the life of his contract with the Warren County Board of Commissioners on which he is required to pay wages to employees and a complete list of all subcontractors. Upon completion of the contract and prior to final payment, each contractor and subcontractor shall submit to the Engineer an affidavit stating that they have fully complied with Title 29, Part 3 of the Code of Federal Regulations.

The Owner will withhold payment of any estimate and final payment until all requirements have been met in accordance with the terms of the contract.

18. Sales Tax. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Bidders are required to certify the amount of materials included in their proposal which then may be considered as the amount of exemption claimed under this provision. Purchases by the Contractor, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. The Contractor shall complete an updated IRS W-9 matching records on file with IRS.

19. Delinquent Personal Property Tax. All bidders are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if this contract is awarded to them, the successful bidder, prior to the time the contract is entered into, will submit to the Owner the affidavit required by said section of the Ohio Revised Code. Said affidavit, when filed with the County Treasurer, is thereby incorporated into and made a part of this contract and no payment shall be made with respect to this contract unless such statement has been so incorporated as a part hereof.

Section 5719.042. After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

20. Standard Affirmation and Disclosure Form. Bidders must complete the Standard Affirmation and Disclosure form regarding the location of services being provided as part of this project and submit it with the bid, in accordance with the Governor's Executive Order 2011-12K.

21. Disadvantaged Business Enterprise. Bidders must comply with the following clauses:

- a. Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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.
- b. 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 the Warren County Board of Commissioners. 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 Warren County Board of Commissioners. This clause applies to both DBE and non-DBE subcontractors.

22. Commencement and Completion. Attention of bidders is directed particularly to the General Provisions of the Contract Documents relative to the commencement and completion of the work. Bidders are required to satisfy themselves that they have sufficient equipment and facilities available to complete the work as and when specified. Any bid which stipulated that the work will be performed in a period of time greater than that specified shall be deemed irregular.

All work on the Project shall be accomplished within **14** consecutive calendar days of the contract start date that will be listed in the Notice to Proceed. BIDDER(s) agree to pay as liquidated damages, the sum of \$1,500 per day for each consecutive calendar day thereafter, as provided in Section 8-08 of the General Provisions.

23. Notice to Proceed. After the award of the Contract to the successful bidder(s), the Contractor shall not proceed with any work on the site until they have received a signed contract and a Notice to Proceed from the Owner, who will secure a grant from the Federal Aviation Administration by late summer or early fall of 2022. Upon execution of the agreement, the contractor shall order materials and take other preparatory steps required to begin work. Notice To Proceed will be issued after a Pre-Construction Conference has been held and the approved materials have been received by the Contractor.

24. Claims. The Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between the Warren County Airport Authority, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach shall exclusively be decided in the Warren County Court of Common Pleas.

25. Pre-Construction Conference. Shortly after the contract is awarded, a preconstruction conference will be held to discuss the scheduling and performance of the work. The successful BIDDER and each of his subcontractors shall attend the conference.

26. Document Review. The Contract Documents may be examined at the following locations:

Stantec Consulting Services, Inc.
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

Warren County Airport-John Lane Field
2460 Greentree Road
Lebanon, Ohio 450365

Cleveland Builders Exchange
9555 Rockside Road, Suite 300
Valley View, Ohio 441125

Allied Construction Industries
3 Kovach Drive
Cincinnati, Ohio

27. Engineer's Estimate. No bid will be accepted by the OWNER if the bid exceeds the Engineer's estimate of \$200,000 by more than ten percent.

28. Ohio Utility Protection Service (OUPS). Per Ohio Revised Code Section 153.64, the Contractor to whom a contract for a public improvement is awarded shall, at least two working days, excluding Saturdays, Sundays and legal holidays, prior to commencing construction operations in the construction area which may involve underground utility facilities, cause notice to be given to the registered underground utility protection services

and the owners of underground utility facilities shown on the plans and specifications who are not members of a registered underground utility protection service, in writing, by telephone, or in person. Where notice is given in writing by certified mail, the return receipt, signed by any person to whom the notice is delivered, shall be conclusive proof of notice. The owner of the underground utility facility shall, within two working days, excluding Saturdays, Sundays, and legal holidays, after notice is received, stake, mark, or otherwise designate the location of the underground utility facilities in the construction area in such a manner as to indicate their course together with the approximate depth at which they were installed. The marking or locating shall be coordinated to stay approximately two days ahead of the planned construction.

29. **Assignment.** No bidder shall assign his bid, or his right, title, or interest therein.

30. **Federal Requirements.** Contractors are subject to some or all of the federal contract provisions contained in the Special Provisions section of this document, subject to the applicability criteria noted in the specific contract provisions. The Contractor (including all subcontractors) must insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all lower tier subcontracts.

The Contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for all work done under any purchase orders, rental agreements and other agreements for supplies and services.

The prime contractor is responsible for compliance with the contract provisions included in the Special Provisions by any subcontractor, lower-tier subcontractor or service provider.

The Special Provisions must not be modified. Subject to the criteria noted in the specific contract provisions contained in the Special Provisions section, these contract provisions apply to all work performed on the contract.

Failure by the Contractor, subcontractor, or lower tier subcontractors fail to comply with the required terms of the contract provisions contained in the Special Provisions section may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Owner or the FAA.

31. **Domestic Steel.** Domestic steel use requirements as specified in the Aviation Safety and Capacity Expansion Act of 1990 apply to this project. The requirements of Domestic Steel use under the Aviation Safety and Capacity Expansion Act of 1990 are included in the Special Provisions.

32. **Notice To Prospective Federally Assisted Construction Contractors.**

- a. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- b. Contractors receiving federally-assisted construction contract 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 the following 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.
- c. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

33. **Civil Rights Title VI Solicitation Notice.** (Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration). The Warren County Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 34. Civil Rights Title VI Compliance with Nondiscrimination Requirements.** The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

35. Notice Of Requirement For Affirmative Action.

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:
 - A. Timetables
 - B. Goals for minority participation for each trade = 11.0% (Vol. 45 Federal Register pg. 65984 10/3/80)
 - C. 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 is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

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 shall 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, 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 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 Warren County, Ohio.

The contact information of the Regional OFCCP is:

U.S. Department of Labor for OFCCP
230 South Dearborn Street, Room 570
Chicago, Illinois 60604
(312) 596-7010
(312) 596-7036 (Fax)

36. Certificate Regarding Debarment and Suspension. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

37. Certification Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants). The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

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

38. Cultural Resources. The Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the Owner. The Owner will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume their operations or to suspend operations as directed. Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension of contract time.

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

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

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

41. Buy American Certification. The contractor agrees to comply with 49 USC § 50101, which provides that

Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

PROPOSAL

TO: THE WARREN COUNTY AIRPORT AUTHORITY
FOR: 2022 IMPROVEMENTS TO WARREN COUNTY AIRPORT-JOHN LANE FIELD

In compliance with your advertisement, BIDDER hereby proposes to perform all work for the 2022 Improvements to Warren County Airport-John Lane Field, Lebanon, Ohio in strict accordance with the Specifications and Bidding Documents and the Plans (Contract Documents), within the time set forth therein, and at the prices stated below. It is understood that separate sealed BIDS will be received by the Warren County Airport Authority until 10:00 A.M., Tuesday May 24, 2022 at the 2460 Greentree Road, Lebanon, Ohio 45036 and will then be publicly opened and read aloud. The signer of this proposal, as bidder, understands the work for which this proposal is submitted is based on the required prevailing federal wage rates, which prevailing wage rates will be paid to the various classes of labor employed upon the work should a Contract be awarded.

Every bidder must take notice of the fact that, even though its proposal be accepted and the contract documents signed by the bidder to whom an award is made and by the Warren County Board of Commissioners, no such award or signing by the Warren County Board of Commissioners shall be considered a binding contract without the proper certificate by the Warren County Treasurer that funds are available to cover the cost of the work to be done, or without the approval of the Warren County Prosecutor as to the form of the contract and all the pertinent documents relating thereto having been approved.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal are named in this Proposal, that it has carefully examined the Plans and the Specifications and Bidding Documents (Contract Documents), and that its representative has made such investigation as is necessary to determine the character and extent of the work, and it will contract with the Owner in the form of contract hereto annexed, to provide the necessary labor, material, machinery, tools, and apparatus, do all the work required to complete the contract according to the requirements of the Owner herein and hereinafter set forth, and furnish the required surety bonds for the prices indicated on the Proposal Form.

Furthermore, the Bidder shall provide prices on the Proposal Form based on furnishing acceptable products at all locations in the performance of this Contract. The Bidder's Total Bid on the Proposal Form is its total bid based on its unit prices and lump sum prices and the estimated quantities. This figure is for information only at the time the bids are opened. The Owner will make the tabulation from the unit prices and lump sum prices bid indicated. If there is an error in the total by the Bidder, it shall be changed as only the unit prices and lump sum prices shall govern. The Contract Documents on which this proposal is based are as follows:

- a. The Specifications, Plans and Bidding Documents prepared by Stantec Consulting Services Inc., including the Advertisement, Information to Bidders, Proposal, Bid Guaranty, General Provisions, Special Provisions, Detailed Provisions, Contract, and all other pages listed in the "Index".
- b. Addendum No(s). _____
(to be filled in by Bidder)

The bidder hereby agrees to commence work under this project on or before a date to be specified in the Notice to Proceed and to fully complete work on Section(s) _____ within _____ consecutive calendar days afterwards. **NOTE: The time listed must be 14 consecutive calendar days.** BIDDER further agrees to pay as liquidated damages, the sum of \$1,500 for each consecutive calendar day thereafter that work on their contract remains incomplete.

The extended total amount for each item shall not be rounded. Bidder agrees to furnish all materials and to perform all labor described in the Contract Documents for the following compensation:

NO	DESCRIPTION	(A) ESTIMATED QUANTITY	(B) UNIT PRICE OF MATERIAL	(C) UNIT PRICE OF LABOR	(D) TOTAL UNIT PRICE (B+C)	(E) TOTAL AMOUNT (A x D)
1	C-105-6.1 Mobilization, per lump sum	L.S.				
2	S-126-6.1 Replace AWOS System, per lump sum	L.S.				
TOTAL BID						

The signer of this Proposal, as Bidder, also declares that the only person, persons, company or parties interested in this Proposal, as principals, are named in this Proposal, that he has carefully examined the Contract Documents enumerated above, that he or his representative has made such investigation as is necessary to determine the character and extent of the Work, and he proposes and agrees that if this Proposal be accepted he will contract with the Warren County Board of Commissioners, in the form of contract hereto annexed, to provide the necessary labor, material, machinery, tools, and apparatus, and other means of construction, do all the Work required to complete the Contract within time stated in the Specifications and according to the requirements of the Owner, as herein and hereinafter set forth, and furnish the required surety bonds for the prices contained on the previous pages.

If the foregoing Proposal shall be accepted by the Owner and the undersigned shall fail to execute a satisfactory Contract as stated in the Advertisement hereto attached, then the Owner may determine that the undersigned has abandoned the Contract and thereupon the Bid Guaranty shall be forfeited to and become the property of Owner and the full amount of such Bid Guaranty paid to the Owner, as stipulated as liquidated damages and not as a penalty. These damages represent the estimated additional engineering and administrative expenses the Owner would incur as a result of a bidder's failure to perform as above provided. If a bidder's proposal is rejected, the Bid Guaranty accompanying this proposal shall be returned to the undersigned as specified in the Advertisement.

Attached hereto is a bond, certified check, or cashier's check on _____

Bank of _____ for the sum of _____

_____ (\$ _____) Dollars according to the terms of the Advertisement.

The full names and addresses of all persons and parties interested in the foregoing bid, as principals, are listed below. If the Bidder is a Corporation, list information for the President, Secretary and Treasurer.

Name Title

Address

Name Title

Address

Name Title

Address

If the Bidder is a Corporation, list the name of the state where the corporation was chartered: _____

The BIDDER shall complete the following statement by checking the appropriate blanks.

The BIDDER has ____ has not ____ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 10925 dated March 6, 1961, or Executive Order 11114 dated June 22, 1963, or Executive Order 11246 dated September 24, 1965.

The BIDDER has ____ has not ____ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the BIDDER has not filed compliance reports for a project subject to the Equal Opportunity Clause, he shall indicate his reasons below:

If the BIDDER has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports as required by applicable instructions, the BIDDER (Proposer) shall submit a compliance report on Standard Form 100, "Employer Information Report EEO-1" with the bid or Proposal.

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83-Stat. 96)

Bids submitted under the proposal are acknowledged by the Warren County Airport Authority to be conditioned that the Contractor not be prevented, due to strikes or other disruptions affecting sources of supply or the normal progress of the work, from obtaining the materials necessary to carry out his contract and to complete his project within the time limits because of these or any other similar cause.

Extension Errors: In the event that there is a discrepancy between the total price shown and the amount calculated by the estimated quantity times the total unit price, the calculated total shall govern - unless there is an obvious error. In the event that there is a discrepancy between the individual unit labor and material prices and the sum of these prices, the individual unit labor and material prices shall govern - unless there is an obvious error.

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION
(BIDDER OR OFFEROR)**

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER
REGARDING LOWER TIER PARTICIPANTS)**

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

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

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Date

Signature

Company Name

Title

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

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

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

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product
- To furnish US domestic product for any waiver request that the FAA rejects
- 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% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US 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).
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at

place of manufacture.

- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

Date

Signature

Company Name

Title

CERTIFICATION REGARDING LOBBYING

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

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

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

(AFFIANT)

Sworn to before me this _____ day of _____, 20 ____.

NOTARY PUBLIC IN AND FOR

SEAL

COUNTY

STATE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

1. The contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of this project be given a copy of the statement required by paragraph a;
 - d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - e. Notifying the airport sponsor within ten days after receiving notice under subparagraph d(2), from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions within 30 days of receiving notice under subparagraph d(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such employees, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a through f.

2. The contractor shall insert in the space provided below the site(s) for the performance of the work done in connection with the specific grant:

Place(s) of Performance for this contract:

Warren County Airport-John Lane Field
2460 Greentree Road
Lebanon, Ohio 45036

Name: _____

Signature: _____

Title: _____

Date: _____

Note: A copy of this certification must be signed by all subcontractors and submitted to the Owner prior to award of contract.

SIGNATURE OF BIDDER

This proposal is submitted by: _____
(Name of company)

a _____
(Indicate whether the company is a corporation, partnership, sole proprietor, or individual).

By: _____ Title: _____
(signature)

By: _____ Title: _____
(signature)

By: _____ Title: _____
(signature)

Telephone Number: _____

FAX Number: _____

Email Address: _____

THE PERSON SIGNING SHALL, IN HIS OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE-PRESIDENT, HE MUST BY AFFIDAVIT OF ANOTHER OFFICER, SHOW HIS AUTHORITY TO BIND THE BIDDER.

Business Address of Bidder _____

Dated at _____ this _____ day of _____, 20 _____

PROPOSAL AFFIDAVIT

(TO BE FILLED IN AND EXECUTED BY THE PRESIDENT OR VICE PRESIDENT OF THE CORPORATION, COMPANY, OR PARTNERSHIP IF **THE PERSON SIGNING THE PROPOSAL IS ANYONE OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE CORPORATION, COMPANY, OR PARTNERSHIP**).

COUNTY OF _____)
) SS
STATE OF _____)

I, _____, being duly sworn, deposes and says that I am
(AFFIANT)
_____ of a Corporation, Company or Partnership organized
(TITLE)
and existing under and by virtue of the laws of the State of _____, and having its principal office at:

(STREET AND NUMBER) (CITY)

(COUNTY) (STATE) (ZIP CODE)

Affiant further says that he is familiar with the records, minute books and by-laws of

(NAME OF CORPORATION)

Affiant further says that _____
(OFFICER'S NAME -- OTHER THAN AFFIANT)

is _____, of the Corporation, Company, or
(TITLE)

Partnership, is duly authorized to sign the PROPOSAL for _____

for said Corporation, Company or Partnership by virtue of _____.
(State whether a provision of by-laws or a Resolution of the Board of Directors. If by Resolution, give date of adoption.)

(AFFIANT)

Sworn to before me this _____ day of _____, 20 _____.

SEAL

NOTARY PUBLIC IN AND FOR

COUNTY

STATE

My Commission Expires: _____

BID GUARANTY AND CONTRACT BOND
(includes one year guarantee)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____

as Principal at _____
(Address)

and _____

as Surety, are hereby held and firmly bound unto the _____
as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on

to undertake the Project known as: _____.

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents a percentage is not acceptable). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest and best bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract and during a one year guarantee period; we, agreeing and assenting to, at this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL:

SURETY:

By: _____

By: _____
Attorney-in-Fact

Title: _____

Title: _____

SURETY COMPANY ADDRESS:

Street

City State Zip

Telephone

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

Telephone

Staple Authority of Attorney-In-Fact to bind Surety to this bond form.

CONTRACT

This Agreement, made and entered into this _____ day of _____, 2022, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on _____, hereinafter designated the OWNER, and _____, located at _____, hereinafter designated the CONTRACTOR, acting through its _____ pursuant to an authorizing corporate resolution. (title)

WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the OWNER and its successors and assigns, and the CONTRACTOR for itself and its, successors and assigns, as follows:

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated _____ (the total of which is estimated to be _____, to be paid by OWNER to CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2022 Improvements to Warren County Airport-John Lane Field, in accordance with the Plans and with the Specifications and Contract Documents dated April 2022 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in its behalf in the Agreement and shall have the right and power to proceed in accordance with the provisions thereof. Work shall be completed in accordance with:

1. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Purchases by CONTRACTOR, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. CONTRACTOR shall complete an updated IRS W-9 matching records on file with IRS.
2. CONTRACTOR hereby agrees to hold the OWNER free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of CONTRACTOR, its subcontractors, agents or employees.
3. CONTRACTOR agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than fourteen (14) days from the receipt of payment from OWNER for the work completed by the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER.
4. CONTRACTOR certifies that they have not been disbarred or otherwise prohibited by any federal, state or local governmental agency, authority or contracting party from entering into an Agreement for, or performing work on, the Project.
5. CONTRACTOR is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should CONTRACTOR encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the OWNER. OWNER will immediately investigate contractor's finding and OWNER will direct CONTRACTOR to either resume their operations or to suspend operations as directed. Should OWNER order suspension of CONTRACTOR'S operations in order to protect an archaeological or historical finding, or order CONTRACTOR to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension of the time for performance in this Agreement.

6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.
7. For and during the term of this Agreement, CONTRACTOR shall maintain such liability insurance specified in the General Contract Provisions. Said liability insurance shall be primary and any policy of insurance maintained by OWNER or its agents shall be secondary. Said liability insurance shall also provide the same coverage and duty to defend OWNER as such policy provides for CONTRACTOR. Said coverage shall not be altered or amended during the term of this agreement without the express written consent of OWNER.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,500 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
 - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

Attest:

**WARREN COUNTY BOARD OF COMMISSIONERS
(OWNER)**

_____ By: _____

_____ Name: _____

Title: _____

Date: _____

_____ By: _____

_____ Name: _____

Title: _____

Date: _____

_____ By: _____

_____ Name: _____

Title: _____

Date: _____

_____ **(CONTRACTOR)**

_____ By: _____

_____ Name: _____

Title: _____

Date: _____

TREASURER'S CERTIFICATE: I, _____, Warren County Treasurer, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in its Treasury or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

By: _____
Treasurer

Date: _____

APPROVED AS TO FORM:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: _____
BRUCE A. MCGARY, Asst. Prosecutor

CONTRACT AFFIDAVIT

(TO BE FILLED IN AND EXECUTED BY THE PERSON SIGNING THE CONTRACT **IF THE PERSON SIGNING THE CONTRACT IS ANYONE OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE CORPORATION, COMPANY OR PARTNERSHIP**)

COUNTY OF _____)
) SS
STATE OF _____)

I, _____ being duly sworn deposes and says that he is
(Affiant)
_____ of _____
(Title)
a corporation organized and existing under and by virtue of the laws of the State of _____
and having its principal office at: _____

(Address)
Affiant further says that he is familiar with the records, minutes, books and by-laws of _____

(Name of corporation)

Affiant further says that _____,
is _____
(Officer's name - other than affiant)
_____, of the Corporation, and is duly authorized to sign the Contract for
(Title)
_____ for said Corporations by Virtue
of _____ (State whether a
provision of by-laws or a Resolution of the Directors. If by Resolution, give date _____ of adoption)

(AFFIANT)

Sworn to before me this _____ day of _____, 20 _____.

SEAL

NOTARY PUBLIC IN AND FOR

COUNTY STATE

My Commission Expires: _____

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

(Name and Address)

as Principal and _____ as Surety, are hereby held and firmly bound
unto the _____ as Obligee in the penal sum of
_____ dollars for the payment of which well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the
_____ day of _____, 20____ enter into a Contract with the
_____, which said contract is made a part of this bond the
same as though set forth herein;

NOW, THEREFORE, if the said _____ shall well and faithfully do and
perform the things agreed by _____ to be done and
performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men,
and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said
Contract; we agreeing and assenting that this undertaking shall be for the benefit of any material men, and laborer
having a just claim, as well as for the obligee herein and during the one year guarantee period, then this obligation
shall be null and void, otherwise to remain in full force and effect; it being expressly understood and agreed that the
liability of the surety for all claims hereunder shall in no event exceed the penal amount of this obligation as herein
stated.

THE SAID SURETY hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms
of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety
on this bond.

SIGNED AND SEALED this _____ day of _____, 20_____.

Principal shall indicate whether a Corporation,
Partnership, Company, or Individual

PRINCIPAL:

SURETY:

By: _____

By: _____

Title: _____

Title: _____

(SEAL)

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT
(to be submitted after bid opening)

STATE OF OHIO)
COUNTY OF _____) SS:

_____, being first duly sworn, deposes and says that
he is _____ of
(sole owner, a partner, president, secretary, etc.)

_____,
the successful bidder on the attached contract with the Warren County Airport Authority for 2022 Improvements to Warren County Airport-John Lane Field, and for the purpose of complying with Section 5719.042 of the Ohio Revised Code, states that at the time the bid for said contract was submitted, said bidder _____
(was) (was not)

charged with delinquent personal property taxes on the General Tax list of personal property, and that the amount of such due and unpaid delinquent taxes, penalties and interest thereon is as follows:

<u>Taxes, Penalties</u>	<u>Interest</u>
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

SEAL

Notary Public in and for

County State

My Commission Expires: _____

PROHIBITION OF SEGREGATED FACILITIES

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

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

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

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

SEAL

Notary Public in and for

County State

My Commission Expires: _____

AFFIDAVIT OF LIEN RELEASE

STATE OF OHIO)
) SS
COUNTY OF _____)

I, _____ being first duly sworn upon his oath deposes and says that he is _____ of _____ (Title) (Contractor) and that, upon receipt of final payment in the amount of _____ Dollars (\$_____) all claims for labor performed, equipment rental, and for material used in and about the 2022 Improvements to Warren County Airport-John Lane Field under Contract with the Warren County Board of Commissioners dated _____, 20____ have been paid and that there are no claims or liens of any kind whatsoever outstanding.

The undersigned further acknowledges that such final payment constitutes the entire unpaid balance due the undersigned in connection with said project, whether under said contract or otherwise, and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Warren County Board of Commissioners in connection with said contract or project.

BY _____

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE
THIS _____ DAY OF _____, 20____

Seal

Notary Public in and for

County State

My Commission Expires:_____

GENERAL CONTRACT PROVISIONS

GENERAL CONTRACT PROVISIONS INDEX

<u>Article</u>	<u>Section</u>	<u>Page</u>
DEFINITION OF TERMS	10	1
PROPOSAL REQUIREMENTS AND CONDITIONS	20	6
Advertisement (Notice to Bidders)	20-01	6
Qualification of Bidders	20-02	6
Contents of Proposal Forms	20-03	6
Issuance of Proposal Forms	20-04	6
Interpretation of Estimated Proposal Quantities	20-05	6
Examination of Plans, Specifications, and Site	20-06	7
Preparation of Proposal	20-07	7
Responsive and Responsible Bidders	20-08	7
Irregular Proposals	20-09	7
Bid Guarantee	20-10	7
Delivery of Proposal	20-11	7
Withdrawal or Revision of Proposals	20-12	7
Public Opening of Proposals	20-13	8
Disqualification of Bidders	20-14	8
Discrepancies and Omissions	20-15	8
AWARD AND EXECUTION OF CONTRACT	30	9
Consideration of Proposals	30-01	9
Award of Contract	30-02	9
Cancellation of Award	30-03	9
Return of Proposal Guaranty	30-04	9
Requirements of Contract Bonds	30-05	9
Execution of Contract	30-06	9
Approval of Contract	30-07	9
Failure to Execute Contract	30-08	10
SCOPE OF WORK	40	11
Intent of Contract	40-01	11
Alteration of Work and Quantities	40-02	11
Omitted Items	40-03	11
Extra Work	40-04	11
Maintenance of Traffic	40-05	11
Removal of Existing Structures	40-06	12
Rights in and Use of Materials Found in the Work	40-07	12
Final Cleanup	40-08	13
CONTROL OF WORK	50	14
Authority of Resident Project Representative (RPR)	50-01	14
Conformity with Plans and Specifications	50-02	14
Coordination of Contract, Plans, and Specifications	50-03	14
List of Special Provisions	50-04	14
Cooperation of Contractor	50-05	15
Cooperation Between Contractors	50-06	15
Construction Layout and Stakes	50-07	15
Authority and Duties of Quality Assurance (QA) Inspectors	50-08	16
Inspection of the Work	50-09	16
Removal of Unacceptable and Unauthorized Work	50-10	16
Load Restrictions	50-11	16
Maintenance During Construction	50-12	17
Failure to Maintain the Work	50-13	17
Partial Acceptance	50-14	17
Final Acceptance	50-15	17
Claims for Adjustment and Disputes	50-16	17
CONTROL OF MATERIALS	60	18
Source of Supply and Quality requirements	60-01	18
Samples, Tests, and Cited Specifications	60-02	18
Certification of Compliance/Analysis (COC/COA)	60-03	18

<u>Article</u>	<u>Section</u>	<u>Page</u>
Plant Inspection	60-04	19
Engineer/ Resident Project Representative (RPR) Field Office	60-05	19
Storage of Materials	60-06	19
Unacceptable Materials	60-07	19
Owner Furnished Materials	60-08	19
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	70	21
Laws to be Observed	70-01	21
Permits, Licenses, and Taxes	70-02	21
Patented Devices, Materials, and Processes	70-03	21
Restoration of Surfaces Disturbed by Others	70-04	21
Federal Participation	70-05	21
Sanitary, Health, and Safety Provisions	70-06	21
Public Convenience and Safety	70-07	21
Construction Safety and Phasing Plan (CSPP)	70-08	22
Use of Explosives	70-09	22
Protection and Restoration of Property and Landscape	70-10	22
Responsibility for Damage Claims	70-11	22
Third Party Beneficiary Clause	70-12	22
Opening Sections of the Work to Traffic	70-13	22
Contractor's Responsibility for Work	70-14	23
Contractor's Responsibility for Utility Service and Facilities of Others	70-15	23
Furnishing Rights-Of-Way	70-16	24
Personal Liability of Public Officials	70-17	24
No Waiver of Legal Rights	70-18	24
Environmental Protection	70-19	25
Archeological and Historical Findings	70-20	25
Insurance Requirements	70-21	25
EXECUTION AND PROGRESS	80	27
Subletting of Contract	80-01	27
Notice to Proceed (NTP)	80-02	27
Execution and Progress	80-03	27
Limitation of Operations	80-04	27
Operational Safety on Airport During Construction	80-04.1	28
Character of Workers, Methods, and Equipment	80-05	28
Temporary Suspension of the Work	80-06	29
Determination and Extension of Contract Time	80-07	29
Completion Time Based on Calendar Days	80-07.1	29
Failure to Complete on Time	80-08	29
Default and Termination of Contract	80-09	30
Termination for National Emergencies	80-10	30
Work Area, Storage Area, and Sequence of Operations	80-11	31
MEASUREMENT AND PAYMENT	90	32
Measurement of Quantities	90-01	32
Scope of Payment	90-02	33
Compensation for Altered Quantities	90-03	34
Payment for Omitted Items	90-04	34
Payment for Extra Work	90-05	34
Partial Payments	90-06	34
Payment for Materials on Hand	90-07	35
Payment of Withheld Funds	90-08	35
Acceptance and Final Payment	90-09	36
Construction Warranty	90-10	36
Contractor Final Project Documentation	90-11	36
SUPPLEMENTARY GENERAL CONTRACTION PROVISIONS	Supp.	38

SECTION 10 DEFINITION OF TERMS

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued

Paragraph Number	Term	Definition
		addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the Warren County Airport Authority.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

Paragraph Number	Term	Definition
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

Paragraph Number	Term	Definition
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). The project bid advertisement is located at the beginning of the “Bidding/Contract Information” section.

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

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

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder’s financial resources and liabilities as of the last calendar year or the bidder’s last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder’s financial responsibility has changed, the bidder shall qualify the public accountant’s statement or report to reflect the bidder’s true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current “bidder’s list” of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

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

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

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

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

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

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

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

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

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

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

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

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

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

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

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

specified in the advertisement before the time specified for opening all bids.

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

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

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

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

c. If the bidder is considered to be in “default” for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner’s Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner’s Engineer a written request for interpretation no later than 5 business days prior to bid opening.

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

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

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

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

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

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

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

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

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

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

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

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

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

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

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

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

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

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

the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

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

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

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

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

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

- a.** Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b.** Remove such material from the site, upon written approval of the RPR; or
- c.** Use such material for the Contractor's own temporary construction on site; or,
- d.** Use such material as intended by the terms of the contract.

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

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete

the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

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

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

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

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

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

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

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

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

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

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

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

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

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

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

50-04 List of Special Provisions.

- . Civil Rights: General

- a. Civil Rights: Title VI Assurances
- b. Federal Fair Labor Standards Act (Federal Minimum Wage)
- c. Occupational Health and Safety Act Of 1970
- d. Safety and General Construction Requirements

50-05 Cooperation of Contractor. The Contractor shall be supplied with two hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

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

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

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

- a. A copy of the actual survey notes, signed by the surveyor;
- b. An electronic copy of the survey notes in ASCII format;
- c. Drawings, or mark-up of the Engineer's Plan sheets, showing the survey elevations at the same elevation locations depicted on the Plan sheets.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades,

alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

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

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

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

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

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

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

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

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

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

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of

construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

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

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

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

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

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

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

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

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

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

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

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

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

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

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

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

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

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

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

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

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

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

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

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

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

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

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

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

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

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

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

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

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

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

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

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

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

END OF SECTION 60

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

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

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **NONE**.

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

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

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

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

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals,

and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) **3** of the project plans.

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

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

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

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

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

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

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

General: Airfield will be active during construction. Access across open airfield shall be coordinated with airport manager and engineer. All construction traffic shall stop on the existing drive at the gate to check for the presence of aircraft prior to entering onto the active airfield. When leaving the work area, traffic must stop at the runway safety area (75 feet from runway centerline) at the west end of the runway to check for aircraft prior to continuing onto the active airfield. Contractor shall ensure that any debris tracked onto airfield pavement is removed immediately. Speed of vehicles shall be no greater than 10 mph while traversing the airfield. Aircraft always have the right-of-way.

All work must be completed within **14** consecutive calendar days. The total time for all phases shall not exceed the overall contract time.

Phase I: airport manager issues a notice to airmen (notam) advising pilots that men and equipment will be operating in the vicinity of runway 1-19 for **14** consecutive calendar days.

Contractor completes all work.

At completion of work the airport owner, engineer, and contractor verify that contractor has left no debris on airfield pavement that new AWOS III P/T is operating properly. Airport manager cancels notam.

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

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

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

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

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

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

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

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

AEP Ohio

Clarke Saunders – Public Projects Coordinator

1 Riverside Plaza, Columbus, OH 43215

cmsaunders@aep.com

(614) 312-5807

24/7 Emergency Contact Number: (800) 672-2231

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to “The Person to Contact” as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed by Others*. A copy of each notification shall be given to the RPR.

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

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

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

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

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

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

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

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

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

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

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

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

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. The Contractor shall not be awarded a contract for work under this project until they have obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on their subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Owner.

Such insurance shall include the Owner and the Engineer/RPR and their respective agents as additional insured. The Contractor shall furnish the Owner three (3) copies of the Policy or Certificates of Insurance companies as proof of carriage of the insurance required. The Policies or Certificates as listed above shall all contain the following special provision: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be delivered to the Owner by registered mail". Should any policy be cancelled before final payment to the Contractor and the Contractor fails to immediately procure other insurance, as specified, Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor. Any insurance based on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be cancelled before the end of the guaranty period and the Contractor not immediately procure other insurance, as specified, Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor.

Nothing contained in these insurance requirements, including approval of the insurance by the Owner, is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under this Contract. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the contract by the Contractor or by their Subcontractors.

The cost of all insurance shall be included in the various items of work under the Contract and no additional compensation will be approved.

a. **Worker's Compensation Insurance.** The Engineer will not approve the Owner entering into any Contract in whose fulfillment any employee(s) of the Contractor or their subcontractors might be engaged at the site until the Industrial Commission of Ohio has certified that the Corporation, Partnership, or person so awarded the Contract and their subcontractors have complied with each and every condition of the Workers' Compensation Law in accordance with O.R.C. Section 4123.

b. Other Insurance. For and during the term of this Agreement, Contractor shall maintain insurance in an amount not less than the following:

Bodily Injury and Property Damage Liability

\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Projects Completed Operations Each Occurrence
\$2,000,000 Projects Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit
\$100,000 Fire Damage Legal Liability any one fire
\$10,000 Medical Expense any one person

Automobile Liability Insurance

\$1,000,000 combined single limit for owned, non-owned and hired vehicles

Umbrella Excess Liability Insurance

\$1,000,000.00 for each occurrence

Said liability insurance shall be primary and any policy of insurance maintained by Owner or its agents shall be secondary. Said liability insurance shall also provide the same coverage and duty to defend Owner as such policy provides for Contractor. Said coverage shall not be altered or amended during the term of this agreement without the express written consent of Owner.

c. Builder's Risk Insurance: Each contractor and subcontractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.

d. Installation Floater Insurance: When a contractor and subcontractor is involved solely in the installation of materials and not in the construction of a building, an installation floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth above.

Each contractor and subcontractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

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

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

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

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

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

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 12 hours in advance of resuming operations.

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

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

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

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be

coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety and Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: **NONE**.

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

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

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

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

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

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

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

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

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

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

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

the requirements of the contract, plans, and specifications.

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

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

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

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

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Phase 1	\$1,500	14 Consecutive Calendar Days

The maximum construction time allowed for all work will be the sum of the time allowed for individual schedules but not more than 5 days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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

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

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

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

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

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

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

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

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and

actual cost records at such points of delivery as may be designated by the RPR.

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

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

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

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

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

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

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

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

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Term	Description
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

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

specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

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

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

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

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

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the

contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

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

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

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

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

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

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

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

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

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

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

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

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

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

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

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

e. The Owner will notify the Contractor, in writing, within fourteen (14) days after the discovery of any failure, defect, or damage.

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

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

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

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

a. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

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

END OF SECTION 90

SUPPLEMENTARY GENERAL CONTRACT PROVISIONS

1. AS-BUILT DRAWINGS

- a) Contractor shall keep an accurate record of all deviations from Contract Drawings and Specifications. They shall neatly and correctly enter in colored pencil any deviations on Drawings affected and shall keep Drawings available for inspection. An extra set of Drawings will be furnished for this purpose.
- b) Upon completion of the project and before final approval, make any final corrections to Drawings and certify to the accuracy of each print by signature thereon and deliver them to the Engineer.

2. ORDERING MATERIALS

The Contractor shall place orders for materials and equipment to be employed in the work (if any), other than those designated herein to be furnished by the Owner, as soon as possible after the award of the Contract. The Contractor shall keep the Engineer informed as to the availability of all specified materials and equipment and of such materials and equipment as may not be obtainable for purposes of the Contract, whether due to conditions of the market or other limiting and governing factors. Verification of lack of availability of any materials and equipment must be on the manufacturer's order or letter, a copy of which must be furnished for the Engineer.

3. TESTS THAT FAIL

The contractor shall pay the cost of all testing of materials which do not conform to requirements.

4. STATE SALES TAX

Materials purchased for use or consumption in connection with the proposed work will be exempt from the State Sales Tax. Purchases by the Contractor of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals, are subject to the application of the Sales Tax.

5. SAFETY

The Contractor shall be responsible for the prevention of accidents during construction. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act at their discretion to prevent such threatened loss or injury, and shall so act without appeal. The Engineer is NOT responsible for Contractor's operations, means and methods of construction, and safety.

6. WORK ON SATURDAYS, SUNDAYS, HOLIDAYS, AND NIGHTS

Work on Saturdays, Sundays or legal holidays must be scheduled with the Engineer and the Owner at least 2 days in advance of the work to permit scheduling of inspection and aircraft operations. No work will be permitted after dark, unless otherwise specified, except under terms and conditions agreed to in writing by the Engineer, Owner, and the Contractor. No extra compensation will be allowed to the Contractor for night, Saturday, Sunday, or holiday work regardless of cause of such work.

"General Decision Number: OH20220001 04/08/2022

Superseded General Decision Number: OH20210001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/28/2022

- 3 02/18/2022
- 4 02/25/2022
- 5 03/11/2022
- 6 04/08/2022

BROH0001-001 06/01/2021

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0001-004 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.40	17.55

BROH0003-002 06/01/2021

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2021

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0007-002 06/01/2021

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0007-005 06/01/2021

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 30.40	17.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55

BROH0008-001 06/01/2021

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford), MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 30.40	17.55

BROH0009-002 06/01/2021

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2021

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0014-002 06/01/2021

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....	\$ 30.40	17.55
-----------------------------	----------	-------

BROH0016-002 06/01/2021

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....	\$ 30.40	17.55
-----------------------------	----------	-------

BROH0018-002 06/01/2021

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....	\$ 30.40	17.55
-----------------------------	----------	-------

BROH0022-004 06/01/2021

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....	\$ 30.40	17.55
-----------------------------	----------	-------

BROH0032-001 06/01/2021

GALLIA & MEIGS

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....	\$ 30.40	17.55
-----------------------------	----------	-------

BROH0035-002 06/01/2021

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....	\$ 30.40	17.55
-----------------------------	----------	-------

BROH0039-002 06/01/2021

ADAMS & SCIOTO

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....	\$ 30.40	17.55
-----------------------------	----------	-------

BROH0040-003 06/01/2021

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....\$ 31.93 22.54

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2021

Rates Fringes

Bricklayer, Stonemason
COSHOCOTON, FAIRFIELD,
GUERNSEY, HOCKING, KNOX,
KICKING, MORGAN,
MUSKINGUM, NOBLE (Beaver,
Buffalo, Seneca & Wayne
Townships) & PERRY
COUNTIES:.....\$ 30.40 17.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 30.40 17.66

BROH0046-002 06/01/2021

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

Rates Fringes

Bricklayer, Stonemason.....\$ 30.40 17.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2021

ATHENS COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 30.40 17.55

BROH0052-003 06/01/2021

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

 BROH0055-003 06/01/2021

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

 CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

 CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

 CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

 CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

 CARP0200-002 05/01/2021

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
 GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
 MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
 PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
 COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08

 CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008		

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2017		

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

CARP0372-002 05/01/2016		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21

CARP0639-003 05/01/2017		

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

CARP0735-002 05/01/2019		

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91

CARP1311-001 05/01/2017		

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

CARP1393-002 07/01/2008		

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
--	-------	---------

Piledrivermen & Diver's Tender...\$ 27.30 16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

Rates Fringes

Piledrivermen & Diver's Tender...\$ 25.15 15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

Rates Fringes

Diver, Wet.....\$ 48.11 17.33

Piledrivermen; Diver, Dry.....\$ 32.07 17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

Rates Fringes

Diver, Wet.....\$ 45.80 18.84

Piledrivermen; Diver, Dry.....\$ 30.53 18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

Rates Fringes

Diver, Wet.....\$ 38.34 16.95

Piledrivermen; Diver, Dry.....\$ 25.56 16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

Rates Fringes

Diver, Wet.....\$ 37.34 16.07

Piledrivermen; Diver, Dry.....\$ 24.89 16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

Rates Fringes

Diver, Wet.....\$ 40.65 17.62

Piledrivermen; Diver, Dry.....\$ 27.10 17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/24/2021		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 43.33	26.61

ELEC0032-003 12/06/2021		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 33.22	19.73

ELEC0038-002 04/26/2021		

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 40.63	21.74

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0038-008 04/26/2021		

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 28.80	12.77
Installer Technician.....	\$ 27.55	12.77

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

 ELEC0064-003 11/29/2021

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
 MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.10	18.17

 ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEauga, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10

Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION: Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit Projects.....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0082-002 11/29/2021

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	20.84

* ELEC0082-006 11/29/2021

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 12.98 **	3.89
Installer/Technician.....	\$ 25.95	12.27

* ELEC0129-003 02/28/2022

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	18.23

* ELEC0129-004 02/28/2022

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	18.23

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 11/29/2021

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.04	20.64

ELEC0245-001 01/01/2022		

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 18.60	26.5%+7.25
Lineman.....	\$ 42.52	26.5%+7.25

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2022

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 48.90	26.5%+7.25
Groundman/Truck Driver.....	\$ 18.60	26.5%+7.25
Heli-arc Welding.....	\$ 40.76	26.5%+7.25
Lineman.....	\$ 45.52	26.5%+7.25
Operator - Class 1.....	\$ 34.18	26.5%+7.25
Operator - Class 2.....	\$ 28.32	26.5%+7.25
Traffic Signal & Lighting Technician.....	\$ 38.27	26.5%+7.25

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 48.90	26.5%+7.25
Groundman/Truck Driver.....	\$ 18.60	26.5%+7.25
Lineman.....	\$ 42.52	26.5%+7.25
Operator - Class 1.....	\$ 34.14	26.5%+7.25
Operator - Class 2.....	\$ 28.32	26.5%+7.25

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified

straight-time rates for the work performed on such holiday.

ELEC0246-001 10/29/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	84%+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

ELEC0317-002 06/01/2021

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.10	27.47

ELEC0540-005 12/27/2021

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.28	22.63

ELEC0573-003 11/29/2021

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.04	20.64

ELEC0575-001 11/29/2021

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	19.76

ELEC0648-001 08/30/2021		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 32.00	20.79

ELEC0673-004 02/01/2020		

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 33.56	21.47

ELEC0683-002 05/31/2021		

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.50	21.99
ELECTRICIAN.....	\$ 35.50	21.99

ELEC0688-003 05/31/2021		

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	21.29

ELEC0972-002 06/01/2021

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62

ELEC1105-001 05/31/2021

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.15

ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom;

Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,
 BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,
 COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,
 FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,
 HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,
 HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,
 LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,
 MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING,
 PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,
 SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN
 WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and
 YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill

(all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		

GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing;

Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2021

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, &
Structural.....\$ 38.03 24.72

IRON0017-010 05/01/2021

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

Rates Fringes

IRONWORKER

Structural, including
metal building erection &
Reinforcing.....\$ 38.03 24.72

IRON0044-001 06/01/2021

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT,
CLINTON (South of a line drawn from Blanchester to Lynchburg),
HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of
county inside lines drawn from Marshall to Lynchburg from the
northern county line through E. Monroe to Marshall) and WARREN
(South of a line drawn from Blanchester through Morrow to the
west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.32	21.00
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2021

CLINTON (South of a line drawn from Blanchester to Lynchburg),
HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of
county inside lines drawn from Marshall to Lynchburg from the
northern county line through E. Monroe to Marshall) & WARREN
(South of a line drawn from Blanchester through Morrow to the
west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 29.75	21.00
Ornamental; Structural.....	\$ 31.32	21.00

IRON0055-003 07/01/2021

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30
meet through N. Liberty to the northern border & from said Hwy
junction point due west to the border), DEFIANCE (S. of a line
drawn from where Rte. #66 meets the northern line through
Independence to the eastern county border), ERIE (Western 1/3),
FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville
to a point 4 miles south of the northern line on the eastern
line), HENRY, HURON (West of a line drawn from the northern
border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM
(East of a line drawn from the northern border down through
Miller City to where #696 meets the southern border), SANDUSKY,
SENECA, WILLIAMS (East of a line drawn from Pioneer through
Stryker to the southern border), WOOD & WYANDOT (North of Rte.
#30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 21.30	20.92
Flat Road Mesh.....	\$ 29.77	21.30

Tunnels & Caissons Under		
Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 31.25	26.90

IRON0147-002 06/01/2021

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.35	23.40

IRON0172-002 06/01/2021

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.00	21.00

IRON0207-004 06/01/2021

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 32.07	26.00
Ornamental; Reinforcing;		
Structural.....	\$ 31.07	26.00
Ornamental; Reinforcing.....	\$ 29.72	25.18

IRON0290-002 06/01/2021

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from

Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.99	23.10

IRON0549-003 12/01/2021		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 34.44	18.77

IRON0550-004 05/01/2021		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 30.17	21.08

IRON0769-004 06/01/2021		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 33.00	27.29

IRON0787-003 06/01/2021		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.94	23.05

LABO0265-008 05/01/2021		

	Rates	Fringes
LABORER ASHTABULA, ERIE, HURON,		

LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 33.70	11.85
GROUP 2.....	\$ 33.87	11.85
GROUP 3.....	\$ 34.20	11.85
GROUP 4.....	\$ 34.65	11.85
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 34.93	11.85
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 34.93	11.85
GROUP 2.....	\$ 35.10	11.85
GROUP 3.....	\$ 35.43	11.85
GROUP 4.....	\$ 35.88	11.85
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 33.27	11.85
GROUP 2.....	\$ 33.44	11.85
GROUP 3.....	\$ 33.77	11.85
GROUP 4.....	\$ 35.88	11.85

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

 PAIN0006-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 27.90	16.16
GROUP 2.....	\$ 28.30	16.16
GROUP 3.....	\$ 28.60	16.16
GROUP 4.....	\$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.40	16.16
GROUP 2.....	\$ 26.80	16.16
GROUP 3.....	\$ 27.10	16.16

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

 PAIN0007-002 07/01/2021

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77
GROUP 6.....	\$ 28.74	18.77

GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
--	-------	---------

PAINTER

HEAVY & HIGHWAY BRIDGES-
GUARDRAILS-LIGHTPOLES-
STRIPING

Bridge Equipment Tender and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead	
Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper	
Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

PAIN0093-001 12/01/2018

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; &	
Energized Substations.....\$ 34.04	18.50
Power Generating Facilities.\$ 30.89	18.50

PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 24.17	11.22
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 24.17	
11.22	
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 24.92	
11.22	
GROUP 4 - Steeplejack Work..\$ 25.12	
11.22	
GROUP 5 - Coal Tar.....\$ 25.67	
11.22	
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 32.88	
11.22	
GROUP 7 - Tanks, Stacks & Towers.....\$ 27.81	
11.22	
GROUP 8 - Bridge Blaster, Rigger.....\$ 35.88	
11.22	

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

Bridge Equipment Tenders and Containment Builders....\$ 27.93	7.25
--	------

Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates Fringes

PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 34.47	20.60
Power Generating Facilities.	\$ 29.65	17.68

PAIN0476-001 06/01/2021

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PAINTER

GROUP 1.....	\$ 25.79	15.81
GROUP 2.....	\$ 33.10	15.81
GROUP 3.....	\$ 26.00	15.81
GROUP 4.....	\$ 27.12	15.81
GROUP 5.....	\$ 27.79	15.81
GROUP 6.....	\$ 26.69	15.81
GROUP 7.....	\$ 27.79	15.81

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

Rates Fringes

PAINTER

GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05

GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2020

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 24.66	14.05
Structural Steel.....	\$ 26.26	14.05

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or

material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

 PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams &		
Tension Towers.....	\$ 27.83	10.00

 PAIN0841-001 06/01/2018

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
 SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 25.75	14.35
GROUP 2.....	\$ 26.40	14.35
GROUP 3.....	\$ 26.50	14.35
GROUP 4.....	\$ 26.60	14.35
GROUP 5.....	\$ 27.00	14.35
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
 Scaffolds, Bridge Work and/or Open Structural Steel,
 Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or
 Galvanized, Bridges, Tunnels & Related Support Items
 (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
 Drywall Finisher and Follow-up Man Using Automatic Tools

 PAIN0841-002 06/01/2018

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles &		
Stacks; Sandblasting		
Steel; Structural Steel &		

Metalizing.....	\$ 22.78	13.63
Brush & Roller.....	\$ 21.77	13.63
Spray; Tank Interior & Exterior.....	\$ 22.60	13.63

PAIN1020-002 07/01/2020

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.22	14.11
Drywall Finishing & Taping..	\$ 23.92	14.11
Lead Abatement.....	\$ 26.97	14.11
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 25.87	14.11
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 25.47	14.11
Wallcoverings.....	\$ 22.82	14.11

All surfaces 40 ft. or over where material is applied to or
labor performed on, above ground level (exterior), floor
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 06/01/2020

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 34.64	14.40
Brush; Roller.....	\$ 25.16	14.40
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 25.86	14.40
Spray.....	\$ 25.66	14.40
Stacks; Tanks; & Towers.....	\$ 28.67	14.40
Structural Steel & Swing Stage.....	\$ 25.46	14.40

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
--	-------	---------

PLASTERER.....\$ 28.21 17.11

PLAS0132-002 05/01/2018

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

Rates Fringes

PLASTERER.....\$ 28.21 17.11

PLAS0886-001 05/01/2018

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0886-003 05/01/2018

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0886-004 05/01/2018

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

Rates Fringes

PLASTERER.....	\$ 28.21	17.11
----------------	----------	-------

PLUM0042-002 07/01/2020

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
--	-------	---------

Plumber, Pipefitter, Steamfitter.....	\$ 34.82	24.67
--	----------	-------

PLUM0050-002 07/06/2020

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
--	-------	---------

Plumber, Pipefitter, Steamfitter.....	\$ 43.60	26.73
--	----------	-------

PLUM0055-003 05/04/2021

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
--	-------	---------

PLUMBER.....	\$ 38.47	28.07
--------------	----------	-------

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
--	-------	---------

Plumber and Steamfitter.....	\$ 32.16	31.51
------------------------------	----------	-------

PLUM0094-002 05/01/2020

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
--	-------	---------

PLUMBER/PIPEFITTER.....	\$ 35.78	21.44
-------------------------	----------	-------

PLUM0120-002 05/03/2021

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
--	-------	---------

PIPEFITTER.....	\$ 41.72	26.30
-----------------	----------	-------

PLUM0162-002 06/01/2021

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 33.40 27.09

PLUM0168-002 06/01/2021

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 37.09 33.26

PLUM0189-002 06/01/2019

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 38.45 16.98

PLUM0219-002 06/01/2021

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

Rates Fringes

Plumber and Steamfitter.....\$ 40.42 24.66

PLUM0392-002 06/01/2021

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 35.21 22.99

PLUM0396-001 06/01/2021

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 35.35 27.01

PLUM0495-002 06/01/2018

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.24	23.09

PLUM0577-002 06/01/2019		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.90	24.11

PLUM0776-002 07/01/2020		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.63	25.58

TEAM0377-003 05/01/2021		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.74	15.70
GROUP 2.....	\$ 30.16	15.70

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		

GROUP 1.....	\$ 30.65	16.95
GROUP 2.....	\$ 31.15	16.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

SPECIAL CONTRACT PROVISIONS

INDEX TO SPECIAL PROVISIONS

FEDERAL CONTRACT REQUIREMENTS

All Contracts Regardless of Funding Source

a. Civil Rights: General.....	1
b. Civil Rights - Title VI Assurances.....	2
c. Federal Fair Labor Standards Act (Federal Minimum Wage).....	5
d. Occupational Safety and Health Act of 1970.....	6

Additional Provisions for all AIP Funded Projects

a. Access to Records and Reports.....	7
b. Buy American Preference.....	8
c. Disadvantaged Business Enterprise.....	12
d. Energy Conservation Requirements.....	14
e. Tax Delinquency and Felony Convictions.....	15
f. Trade Restriction Certification.....	16
g. Veteran's Preference.....	18

Additional Provisions for all AIP Funded Projects that Exceed \$2,000

a. Copeland "Anti-Kickback" Act.....	19
b. Davis-Bacon Requirements.....	20

Additional Provisions for all AIP Funded Projects that Exceed \$3,000

a. Distracted Driving.....	25
----------------------------	----

Additional Provisions for all AIP Funded Projects that Exceed \$10,000

a. Affirmative Action Requirement.....	26
b. Equal Employment Opportunity (E.E.O.).....	28
c. Prohibition of Segregated Facilities.....	33
d. Procurement of Recovered Materials.....	34
e. Termination of Contract.....	35

Additional Provisions for AIP Funded Projects That Exceed \$25,000

a. Debarment and Suspension.....	37
----------------------------------	----

Additional Provisions for AIP Funded Projects That Exceed \$100,000

a. Contract Workhours and Safety Standards Act Requirements.....	38
b. Lobbying and Influencing Federal Employees.....	40

Additional Provisions for AIP Funded Projects That Exceed \$150,000

a. Breach of Contract Terms.....	41
b. Clean Air and Water Pollution Control.....	42

SAFETY AND GENERAL CONSTRUCTION REQUIREMENTS.....	43-48
--	--------------

CIVIL RIGHTS: GENERAL

(Source: 49 USC § 47123)

1. APPLICABILITY.

Note: This provision is in addition to the Civil Rights – Title VI provisions.

Contract Types - The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

2. CONTRACT CLAUSE

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS: TITLE VI ASSURANCES

(Source 49 USC § 47123, FAA Order 1400.11)

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

1. APPLICABILITY

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 4) Title VI List of Pertinent Nondiscrimination Acts and Authorities

2. CONTRACT CLAUSE

TITLE VI SOLICITATION NOTICE

The **Warren County Airport Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Act 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 Acts, Regulations, 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.

2.3 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Warren County Airport Authority** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **Warren County Airport Authority** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **Warren County Airport Authority** will there upon revert to and vest in and become the absolute property of **Warren County Airport Authority** and its assigns.*
 (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

2.4 Title VI List of Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Source: 29 USC § 201, et seq.)

1. APPLICABILITY.

The United States Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce, producing goods for interstate commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person, are covered by the FLSA.

All consultants, sub-consultants, contractors and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

2. CONTRACT CLAUSE.

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Source: 20 CFR part 1910)

1. APPLICABILITY.

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

2. CONTRACT CLAUSE.

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

ACCESS TO RECORDS AND REPORTS

(Source: 2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38)

1. APPLICABILITY

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

Contract Types – The sponsor must include the following clause in all contracts and subcontracts of AIP funded projects and Contractors must include it in all of their contracts and subcontracts.

2. CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

BUY AMERICAN PREFERENCES

(Source: 49 USC § 50101)

1. **APPLICABILITY.** The Buy-American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:
 - a. Applying the provision is not in the public interest;
 - b. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
 - c. The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
 - d. Applying this provision would increase the cost of the overall project by more than 25 percent.

2. **TIMING OF WAIVER REQUESTS.** The sponsor must submit Type 1 or Type 2 waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary only if extenuating circumstances exist. The FAA cannot review incomplete waiver requests or requests that the Sponsor has not reviewed for adequacy. Sponsor must assess the adequacy of the waiver request before forwarding the request to the FAA.

3. **BUY AMERICAN CONFORMANCE LIST.** The FAA Office of Airports maintains a listing of equipment that has received National waivers from the Buy American Preference requirements or that fully meet the Buy American requirements. This Buy American Conformance List is available at www.faa.gov/airports/aip/buy_american/.

Products listed on the Buy American Conformance list do not require a project specific Buy American Preference requirement waiver from the FAA.

4. **FACILITY WAIVER REQUESTS.** For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

5. CONTRACT TYPES.

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

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

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

6. **USE OF PROVISION** – There are two types of Buy American certifications (listed below). The sponsor has incorporated the appropriate “Certificate of Buy America Compliance” in the solicitation.

- Projects for a facility (Buildings such as Terminal, SRE, ARFF, etc.) – Insert the Certificate of Compliance Based on Total Facility

- Projects for non-facility development (non-building construction projects such as runway or roadway construction; or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

7. CONTRACT CLAUSE

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

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

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

- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 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.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To furnish US domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal

Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

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

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

Date

Signature

Company Name

Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

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

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

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a

- non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

DISADVANTAGED BUSINESS ENTERPRISES

(Source: 49 CFR part 26)

1. APPLICABILITY.

Contractors must comply with the Contract Provisions and Clause for Disadvantaged Business Enterprises (Section 3) and the Race/Gender Neutral Language (Section 4) listed below for all projects.

If a sponsor anticipates receiving \$250,000 or more in AIP funded prime contracts in a federal fiscal year they will establish a Disadvantaged Business Enterprise (DBE) Goal for participation in the project. The goal will be included in the Solicitation and contractors must then also meet the Contract Provisions for projects that contain a DBE Project Goal (Section 2) listed below.

2. CONTRACT PROVISIONS - SOLICITATION LANGUAGE (PROJECT GOAL)

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 bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (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) 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 successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation **within 5 days of receiving the Owners notice of award.**

3. CONTRACT PROVISIONS - CONTRACT CLAUSE

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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.

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 **Warren County Airport Authority**. 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 **Warren County Airport Authority**. This clause applies to both DBE and non-DBE subcontractors.

4. CONTRACT PROVISIONS – RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **Warren County Airport Authority** 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.

ENERGY CONSERVATION REQUIREMENTS

(Source 2 CFR § 200 Appendix II(H))

1. **APPLICABILITY.**

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H), requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

2. **CONTRACT CLAUSE.**

ENERGY CONSERVATION REQUIREMENTS

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

TAX DELINQUENCY AND FELONY CONVICTIONS

(Source: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts; DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

1. APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of DOT Order 4200.6.

2. CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

- a) 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.

- b) The applicant represents that it is () is not () 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.

TRADE RESTRICTION CLAUSE

(Source: 49 USC § 50104; 49 CFR part 30)

1. APPLICABILITY.

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.)

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

2. CONTRACT CLAUSE.

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list; Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision

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

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

VETERAN'S PREFERENCE

(Source: 49 USC § 47112(c))

1. APPLICABILITY.

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

2. CONTRACT CLAUSE.

VETERAN'S PREFERENCE

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

COPELAND “ANTI-KICKBACK” ACT

(Source: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

1. APPLICABILITY AND PURPOSE.

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP program that exceeds \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP program that exceeds \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision – 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

2. CONTRACT CLAUSE.

COPELAND “ANTI-KICKBACK” ACT

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

DAVIS BACON REQUIREMENTS

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR Part 5)

1. APPLICABILITY.

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction - Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP program.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP program that exceeds \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Use of Provision – 29 CFR Part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

2. CONTRACT CLAUSE.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

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

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

(ii)

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

3. Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or

costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

DISTRACTED DRIVING

(Source: Executive Order 13513, and DOT Order 3902.10)

1. APPLICABILITY.

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

2. CONTRACT CLAUSE.

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 FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

AFFIRMATIVE ACTION REQUIREMENT

(Source: 41 CFR part 60-4, Executive Order 11246)

1. APPLICABILITY

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

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors. This value does not change per county or state.

Contract Types –

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

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

Professional Services: The sponsor must incorporate this notice in any professional service agreement if the professional service agreement includes construction work (as defined above) that exceed \$10,000. Examples include installation of noise monitoring systems.

Use of Provision – The sponsor must incorporate the text of this provision without modification. The sponsor must incorporate the established minority participation goal and the covered area by geographic name within the provision text.

2. CONTRACT CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

Goals for minority participation for each trade: 11.0%

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 non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and

female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND SPECIFICATIONS

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

1. APPLICABILITY.

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions – a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment - The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - The sponsor must include contract and specification language into all professional service agreements as required above.

Use of Provision – 41 CFR § 60-1.4 provides the mandatory contract language. 41 CFR § 60-4.3 provides the mandatory specification language. The sponsor must incorporate these clauses without modification.

2. CONTRACT CLAUSE.

41 CFR § 60-1.4 provides the mandatory contract language, but allows such necessary changes in language to be made to identify properly the parties and their undertakings. 41 CFR § 60-4.3 provides the mandatory specifications.

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, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS**

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

demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as a superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROHIBITION OF SEGREGATED FACILITIES

(Source: 41 CFR § 60)

1. APPLICABILITY.

The contractor must comply with the requirements of the E.E.O. clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction - Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor’s manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services - Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

2. CONTRACT CLAUSE.

PROHIBITION OF SEGREGATED FACILITIES

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

PROCUREMENT OF RECOVERED MATERIALS

(Source: 2 CFR § 200.322; 40 CFR part 247)

1. APPLICABILITY.

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines.

The requirements of § 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – Include this provision in all construction and equipment projects

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds \$10,000

2. CONTRACT CLAUSE.

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/epawaste/conservetools/cpg/products/.

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

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

TERMINATION OF CONTRACT

(Source: 2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10 – Section 80-09)

1. APPLICABILITY.

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

2. CONTRACT CLAUSE – TERMINATION FOR DEFAULT

TERMINATION OF CONTRACT (CONSTRUCTION)

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

TERMINATION OF CONTRACT (EQUIPMENT)

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

1. Fails to commence 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;
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.

3. CONTRACT CLAUSE – TERMINATION FOR CONVENIENCE

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:

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

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

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

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Source: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)

1. APPLICABILITY.

The sponsor must verify that the firm or individual that it is entering into a contract with are not presently suspended, excluded or debarred by any Federal department or agency from participating in federally-assisted projects. The sponsor accomplishes this by: (1) checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred or excluded, (2) collecting a certification from the firm or individual that they are not suspended, debarred or excluded, and (3) incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred or excluded firm or individual are included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

2. CONTRACT CLAUSE.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT

(Source: 2 CFR § 200 Appendix II (E))

1. APPLICABILITY.

Contract Workhours and Safety Standards Act Requirements, (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction - This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen and guards.

Equipment - This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen and guards. This includes members of survey crews and exploratory drilling operations.

2. CONTRACT CLAUSE.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of 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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Source: 31 U.S.C. § 1352; 2 CFR part 200; 49 CFR part 20 - Appendix A)

1 APPLICABILITY.

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or another award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

2. CONTRACT CLAUSE.

The mandatory language that must be used on AIP funded project contracts is as follows:

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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

BREACH OF CONTRACT TERMS

(Source 2 CFR § 200 Appendix II(A))

1. APPLICABILITY

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

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

BREACH OF CONTRACT TERMS

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

(Source: 2 CFR 200 Appendix II(G))

1. APPLICABILITY.

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

2. CONTRACT CLAUSE.

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

SAFETY AND GENERAL CONSTRUCTION REQUIREMENTS

The Contractor shall comply with the following requirements. No direct payment for this work will be made, unless otherwise contained in the Detailed Provisions. Payment shall be included in the appropriate bid items.

A. COORDINATION

1. A Pre-Construction meeting is mandatory and will be scheduled by the Engineer. The Contractor and their key subcontractors, if requested, shall attend this meeting with the Engineer, Airport Manager, Airport Owner, Airport Operators, and others invited by the Engineer.
2. The Owner will discuss security and safety with the Contractor at the Pre-Construction meeting. The Contractor must discuss safety and security with their forces on the site prior to the start of construction by each work crew.
3. The Contract Time on this project is 14 consecutive calendar days. Progress meetings will be scheduled only if/when necessary to discuss any problems.
4. The Construction Safety and Phasing Plan, consisting of the attached Safety and Phasing Plan (attached to the end of this section) and these Safety and General Construction Requirements, have been developed to try to minimize any impacts on aircraft operations and safety and has been reviewed and approved by the Federal Aviation Administration (FAA). All construction shall be completed in accordance with this plan. The construction phasing shown on the Safety and Phasing Plan may not be changed without prior written approval of the Engineer, Airport Owner and FAA. The Construction Safety and Phasing Plan (CSPP) must be present at all times on the construction site for reference.
5. Whenever airfield facilities will be closed by the issuance of a Notice to Airmen (NOTAM) by the Airport Manager, the FAA will be notified.

B. PHASING

1. The construction phasing elements are specified on the Safety and Phasing Plan.

C. AREA AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

1. The construction does not require any portion of the airport to be closed.

D. NAVIGATION AID PROTECTION

1. The airport's AWOS system will be offline throughout the duration of this project.

E. CONTRACTOR ACCESS TO THE AIRPORT

1. Access to the construction site by the Contractor's work forces shall only be by way of the access routes shown on the Safety and Phasing Plan. Delivery of equipment and materials that must be made to the work area shall also use the routes shown on the Safety and Phasing Plan. All vehicles shall stop to check for any aircraft prior to entering onto the airfield.
2. Contractor's equipment parking and material storage area shall be at the location shown on the Safety and Phasing Plan. Overnight parking shall be at this location.
3. All routes on the airport property used by the Contractor to move material and equipment over shall be maintained in good condition and repaired and placed in as good a condition as when found, by the Contractor, at no cost to the Owner, when the job is complete. Damages to grounds or other airport facilities must be repaired by the Contractor.
4. No equipment may park unattended within 250 feet of the runway centerline while that facility is open. No men or equipment shall ever operate within 125 feet of the runway centerline or 40 feet of a Taxiway

centerline while that facility is open.

5. During the time that the Contractor is performing work on the project, all airport facilities will remain open. **Aircraft operations shall always have the right of way.** The Contractor shall not allow their employees, sub-contractors, material people, or any other persons over whom they have control, to enter or remain upon or allow any plant or materials to be brought or to remain upon any part of the airport which, in the opinion of the Owner, would be a hazardous location. Should the Owner deem the Contractor to be too close to a portion of the airport used by aircraft, they may in their sole discretion order the Contractor to suspend their operations, remove their personnel, plant, equipment, and materials to a safe distance.
6. Contractor's equipment is not to travel on or across any existing airfield pavement without prior authorization from the Owner.
7. The Contractor shall restrict the use of vehicles traveling on the side slopes of the existing airfield pavements in such a manner as to minimize rutting and damage to the turf.
8. The Contractor shall delineate the areas designated for haul, material and equipment storage and plant operations in a manner approved by the Owner, and shall instruct their workers to remain within these designated areas at all times.
9. All construction vehicles shall be equipped with orange and white checkered flags whenever they are operating on the airfield. Flags must be 3-foot square and consist of 1-foot square alternating orange and white colors. Vehicles operating on the airfield and traversing any pavements open to aircraft operations during darkness and periods of low visibility must also have an amber flashing dome light mounted on the top of the vehicle. The lights shall be of an intensity approved by the Engineer. Vehicles that need to traverse an active airfield area during darkness and periods of low visibility that do not have lights may be escorted by vehicles with lights. Construction vehicles limited to the construction area do not require lights.
10. Drivers of vehicles entering and leaving the airfield may be required to receive instructions from the Airport Manager regarding requirements for operating safely on the airfield prior to being permitted on the airfield.
11. The Contractor shall give at least 21 days of notice to the Engineer and Airport Manager of their anticipated date to begin work to allow proper notification to pilots using the facility. The Contractor shall give 48 hours of notice to the Engineer and Airport Manager of the actual date to begin work.
12. Speed of vehicles on the airfield will be limited to 10 miles per hour.

F. WILDLIFE MANAGEMENT

1. All construction personnel will dispose of food scraps and wrappers in approved waste disposal containers (securely covered and anchored) provided by the Contractor so that they do not attract wildlife. Any food or beverages for the work forces shall be securely stored at a location that is not accessible to wildlife when not being consumed. Trash must be emptied regularly to avoid attracting wildlife.
2. No temporary fence is required for this project.
3. Contractor personnel will immediately notify the Airport Manager of any wildlife sited within the airfield operations area.

G. FOREIGN OBJECT DEBRIS

1. Work will be carried out in such a manner as to leave the portion of the airport open to aircraft operations free from hazards at all time.
2. Paved surfaces shall be kept clean and free of all dirt, stones, etc., by the Contractor. The Contractor is required to have a power broom or sweeper on the site at all times to continuously remove foreign debris from the pavement surfaces.

3. Dispose of all non-burnable debris at approved locations or remove from the airport, as specified.
4. Allow no paper to be wind-blown over the grounds. Waste and loose material capable of causing damage to aircraft landing gears, propellers, or jet engines shall not be dropped or disposed of on the airfield, except in proper containers. Contractor shall provide suitable containers with secure lids at each work area, at locations approved by the Owner. Containers must be secure to wind and aircraft blast.

H. HAZARDOUS MATERIALS MANAGEMENT

1. Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the site or into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto.
2. Equipment fueling and maintenance will be localized to the Equipment Storage Area shown on the Safety and Phasing Plan. The contractor shall submit their written plan for refueling construction equipment on site to the Engineer. Such plan must address fuel spills and overfills. The Contractor will be required to have a spill kit(s) of a size and capacity to contain the spill of the largest piece of equipment onsite.
3. The Contractor shall notify the Airport Management immediately of a spill. Should the spill create an emergency situation, the Contractor shall call 911.
4. The Contractor shall provide temporary sanitary convenience for workmen and maintain same antiseptic until the completion of the contract. This installation shall be provided in a manner acceptable to the Owner and the governing board of health and shall be installed at a location approved by the Owner. At completion of the work, remove this facility to the satisfaction of the Owner.

I. NOTIFICATION OF CONSTRUCTION ACTIVITIES

1. At the preconstruction meeting, a list of emergency contacts for the Airport Management, Engineer, and Contractor will be developed and provided to required personnel. A copy of this list shall be included in the Contractor's SPCD document.
2. The Engineer has submitted an airspace evaluation case to the FAA for review which includes the Contractor Material and Equipment Storage and Parking area along with the limits of the construction.
3. The Airport Manager will notify all tenants of the anticipated construction and schedule and will issue all NOTAMs through the NOTAM system for closure of pavements and airport facilities.
4. All construction activity on the airfield must be coordinated with the Owner. The Owner will coordinate work with the FAA, especially Air Traffic Control and Flight Service personnel.

J. INSPECTION

1. Airport Management will perform daily inspections of the construction areas and inspections of areas that are closed but scheduled to be re-opened to verify that they are safe for aircraft use prior to reopening.
2. The Engineer will provide a full-time resident project representative (RPR) on the construction site during all construction. Among other tasks, the RPR will advise the Contractor if they are NOT following the approved plans and specifications.
3. A final inspection will be conducted by the Airport Manager, Airport Owner, Contractor, and Engineer at the end of construction.
4. The Contractor is required to have onsite at all times a foreman or other person who has the ability and/or authorization to increase resources (either its own or subcontractor's forces) as may be necessary to complete the work. This same person (or persons) shall inspect the work area continually to ensure compliance with this CSPP and the SPCD.

K. UNDERGROUND UTILITIES

1. This project requires work near underground electrical lines.

L. PENALTIES

1. The Airport Manager will immediately suspend all construction activities if/when a Contractor or their subcontractor(s) employee enters a portion of the airfield operations area which is outside of the project limits and open to aircraft traffic - either on foot or in a vehicle. Work shall not resume until so authorized by the Airport Management.
2. The Airport Manager, acting on behalf of the Airport Authority, may permanently prohibit any Consultant and/or Contractor employee acting in violation with Airport/FAA/TSA rules and regulations from entering or working on airport property.
3. No burning of debris will be permitted on the site without prior permits and approval from the Airport Owner and Engineer.

M. SPECIAL CONDITIONS

1. There are no unique conditions to this airport.

N. RUNWAY AND TAXIWAY VISUAL AIDS

1. Visual aids will be turned off during this project.

O. ACCESS ROUTE SIGNAGE AND MARKING

1. See paragraph E8 above.

P. HAZARDS AND MARKING, LIGHTING AND SIGNAGE

1. Open flame welding or torch cutting operations will not be allowed on this project.
2. No flare pots are permitted on the airport.
3. No open trenches will be allowed on this project.
4. Contractor shall use extreme caution when working around existing structures or utilities. Damages shall be repaired immediately by the Contractor, as directed by the Engineer.
5. In case of emergency, the Contractor shall make every effort to remove the equipment and personnel from the affected area and abide by any decisions concerning equipment and personnel made by the Owner or his representative.
6. No explosives will be permitted on the job site.

Q. PROTECTION OF RUNWAY AND TAXIWAY AREAS, ZONES, AND SURFACES

1. The airfield will not be closed during construction of the AWOS III-PT system.
2. Construction staging, material laydown, equipment storage, and activities shall be as shown on the Construction Safety and Phasing Plan and shall not penetrate the FAR Part 77 Navigable Airspace (Primary, Transitional, and Approach) Surfaces of active runways.

R. OTHER CONSTRUCTION LIMITATIONS

1. The Airport Manager will immediately clear all construction personnel of all runways, approach areas, taxiways, and/or apron areas, as may be appropriate should a distress call be received over Unicom. Airport Manager will monitor the Unicom frequency at all times should a distress call be received and will direct the Contractor accordingly.

2. In the event of an aircraft accident, all construction personnel shall vacate the airfield operations area and remain clear until authorized by the Airport Manager to return to the site.
3. Should problems develop that would negatively impact safe aircraft operations, the Contractor shall immediately notify the Construction Observer and the Owner of such problems.
4. Damages to facilities on the grounds, resulting from the hauling or storage of materials, or other activities in connection with the execution of the contract work, shall be repaired and placed in as good, or better condition as when found by the Contractor. Contractor shall maintain the existing airfield pavement in good condition at all times at their expense.
5. The Contractor shall coordinate and schedule operations with their crews to provide for and to ensure that all work progresses in an orderly and expeditious manner. Unless otherwise approved, all work on the project shall be completed during normal daylight hours on weekdays. The Contractor shall cooperate with the Engineer and Owner in coordination of work for this project.
6. The Contractor shall report to the Engineer before initiating any new work and shall notify them of proposed changes in locations of operations.

S. AIR POLLUTION CONTROLS

1. Contractor is responsible for control of dust and other air pollutants.
2. Material stockpiles shall be covered, if necessary.

T. WATER POLLUTION CONTROLS

1. Contractor is responsible for the control of water pollution.

U. SAFETY PLAN COMPLIANCE DOCUMENT.

1. The Contractor must prepare and submit a written construction Safety Plan Compliance Document (SPCD). This document shall include:
 - a. name of Contractor,
 - b. title of project,
 - c. an acknowledgement that they have examined the Construction Safety and Phasing Plan and understand it,
 - d. a certification that they will not deviate from the construction Safety and Phasing Plan without written approval from the Engineer and Owner,
 - e. identification of points of contact for the project (daytime and after hours), including the person responsible for monitoring compliance with the SPP and SPCP during construction,
 - f. an outline how they will comply with the requirements of the Construction Safety and Phasing Plan (including schedules and access). The daily start and stop times for construction within each phase, the total duration of each phase, and the number of shifts and/or overtime operations proposed,
 - g. access to the location of each phase of work, including details on how escorting will be provided for vehicles without lights and flags, including delivery vehicles,
 - h. a discussion of how debris on the pavement surface will be managed.
2. The SPCD must be present at all times on the construction site for reference. The Contractor must ensure that their personnel on the project are familiar with the requirements of the SPP and CPSP.

3. The Contractor must restrict movement of vehicles and personnel (including subcontractors and suppliers) to permitted construction areas by flagging, barricading, escorting, or other methods approved by the Owner. No employees (including subcontractors and suppliers) or vehicles may enter any area on the airfield that are not available for construction in the current phase without prior approval of the Owner.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS INDEX

All work shall be performed in accordance with the following specifications of the Federal Aviation Administration copied from Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports", those of the Ohio Department of Transportation contained in the most recent Ohio Department of Transportation "Construction and Material Specifications" book, and those of the Engineer.

The specifications for the various items of work under this contract will be found in the following specification items:

<u>Item No.</u>	<u>Item</u>	<u>No. of Pages</u>
C-105	Mobilization	1
S-126	Automated Weather Observing System	12
T-901	Seeding	4
T-908	Mulching	2

ITEM C-105 MOBILIZATION

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

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. Prior to final inspection, up to 90%.
- b. After Final Inspection, Staging area clean-up, and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1	Mobilization – per lump sum
----------------	-----------------------------

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

ITEM S-126 AUTOMATED WEATHER OBSERVING SYSTEM

DESCRIPTION

126-1.1 This item shall consist of removing existing Automated Weather Observation System (AWOS) equipment and furnishing and installing new FAA type certified and approved Automated Weather Observation System (AWOS) in accordance with this specification and the FAA Advisory Circular No. 150/5220-16 (Latest Edition). The system shall be installed at the specified location and in accordance with the dimensions and details shown in the plans and contained in FAA Order No. 6560.20 "Siting Criteria for Automated Weather Observing Systems (AWOS)". This item shall include the furnishing and installation of all new equipment and materials at the AWOS site and in the Airport Administration Building, installation of all electric and communication cables, and all required services and incidentals necessary to place the system in operation as a completed unit to the satisfaction of the Engineer, ready for commissioning by the Federal Aviation Administration.

EQUIPMENT AND MATERIALS

126-2.1 General.

- a. AWOS equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be Type certified and approved by the FAA prior to bid opening.
- b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, or by provision of shop drawings.
- c. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications that are acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer, and replaced with materials which do comply with these specifications, at the sole cost of the Contractor.
- d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. One electronic copy of submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.
- e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.
- f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

126-2.2 AWOS System. The AWOS system shall consist of a Mode 2 (full-time automated operation with Notice to Airmen capability) system meeting the requirements for an AWOS – III in accordance with AC No. 150/5220-16 (Latest Edition) and Order No. 6560.20 (latest edition). The system shall be fully capable of expansion by adding approved sensors contained in AC No. 150/5220-16 (Latest Edition).

126-2.3 General Performance.

- a. **Input Power.** The AWOS equipment shall operate from a 120V AC ($\pm 10\%$), 60 Hz (± 5 Hz), 3-wire single-phase power source. The maximum service required shall be 30 amps. The Data Collection Platform (DCP) enclosure shall be mounted to the AWOS tower in accordance with the manufacturer's specifications.

- b. **Loss or Power.** The AWOS system shall return to normal operation without human intervention after a power outage. When power is restored, the AWOS system shall not output erroneous data. When power is lost, the system shall operate from a one-hour Uninterruptible Power Supply (UPS).

126-2.4 Operating Environment. All AWOS equipment shall meet the requirements for operation in a Class I environment, as defined in AC 150/5220-16 (latest edition).

126-2.5 AWOS System and Sensor Specifications. The AWOS selected for installation for this project shall, at a minimum, meet the following specifications and include the appropriate sensors listed below.

- a. **Ultrasonic Wind Sensor.** The wind speed and direction sensor shall be a solid-state Ultrasonic sensor that is FAA approved for use with Non-Federal AWOS applications. The wind speed and direction sensor shall not require periodic calibration. This sensor shall be aligned to true north. This sensor shall meet the following requirements:

1. **Wind Speed.**

- (a) **Range.** The sensor shall respond to a threshold of 1 knot and a maximum of at least 85 knots.
- (b) **Accuracy.** The windspeed sensor shall provide an accuracy of ± 1 knot up to 40 knots. Above 40 knots, RMSE should be within ± 3 percent.
- (c) **Resolution.** The resolution shall be one (1) knot.
- (d) **Distance Constant.** The distance constant shall be less than 1 meters. The method for calculation is given in paragraph 3.5.b.(1)(b) in AC 150-5220-16 (latest edition).
- (e) **Threshold.** One (1) knot.

2. **Wind Direction.**

- (a) This sensor shall be aligned to true north and shall withstand a wind speed of 85 knots without sustaining damage.
- (b) **Range.** 0° to 359° in azimuth.
- (c) **Threshold.** One (1) knot.
- (d) **Accuracy.** Within $\pm 3^\circ$ (RMSE).
- (e) **Resolution.** To the nearest 1° .

b. **Temperature Sensor.**

1. The sensor shall be thermally isolated to accurately measure the environments below:

- (a) **Range.** From -35° to $+55^\circ\text{C}$ (-30° to $+130^\circ\text{F}$).
- (b) **Accuracy.** 1°F RMSE for the entire range of the sensor, with a maximum error of 2°F .
- (c) **Resolution.** Not greater than 1°F .
- (d) **Time Constant.** Less than 2 minutes.

- c. **Humidity and Dewpoint Sensor.** A single thermal shield and aspirator unit may include both the dew point and temperature sensors.

1. **Humidity Sensor.**

- (a) **Range.** From -35° to $+55^\circ\text{C}$ (-30° to $+130^\circ\text{F}$).
- (b) **Sensor Protection.** The humidity sensor should not be damaged if the sensor becomes excessively wet, e.g., from precipitation or from absorption of moisture after a loss of power. The humidity sensor probe should return to normal operation, without damage and without human intervention, within 30 minutes after the abnormal, excessively wet condition is alleviated, i.e., after precipitation ends, or after restoration of power.
- (c) **Resolution.** Not greater than 1%.
- (d) **Time Constant.** Less than 2 minutes
- (e) **Accuracy.** The accuracy should be less than or equal to 5% of the measured value.

2. **Dew Point Sensor.**

- (a) **Range.** From -35° to $+55^{\circ}\text{C}$ (-30° to $+130^{\circ}\text{F}$).
- (b) **Dewcell Protection.** If the dew point sensor is a dewcell, it should not be damaged if the sensor becomes excessively wet, e.g., from precipitation or from absorption of moisture after a loss of power. The dewcell probe should return to normal operation, without damage and without human intervention, within 30 minutes after the abnormal, excessively wet condition is alleviated i.e., after precipitation ends or after restoration of power.
- (c) **Resolution.** Not greater than 1°F .
- (d) **Time Constant.** Less than 2 minutes.
- (e) **Accuracy.** The accuracy shall be as follows. All errors are RMSE.
 - (1) 2°F dewpoint for dry bulb temperatures of $+30^{\circ}$ to $+90^{\circ}\text{F}$, 80% to 100% relative humidity, with a maximum error of 3°F at any dry bulb temperature.
 - (2) 3°F dewpoint for dry bulb temperatures of $+30^{\circ}$ to $+120^{\circ}\text{F}$, 15% to 75% relative humidity, with a maximum error of 4°F at any dry bulb temperature.
 - (3) 4°F dewpoint for dry bulb temperatures of -20° to $+20^{\circ}\text{F}$, 25% to 95% relative humidity, with a maximum error of 5°F at any dry bulb temperature. The minimum dew point required is -30°F .

d. **Pressure Sensor.** Two (2) pressure sensors shall be provided for the AWOS system. All pressure sensors should have provisions for venting to the outside through a pressure port. Pressure variations due to airflow over the pressure port should be avoided. Sensor venting should be designed to avoid any damp pressure variation and oscillation due to pumping or breathing of the pressure sensor, venting, and porting equipment. Means should be provided to avoid insect nesting and moisture entrapment in the venting.

- 1. **Altitude Range.** High pressure should be standard atmospheric pressure at 100 feet plus 1.5 inches of mercury (inHg) ($30.03 + 1.5 = 31.53$ inHg). Low pressure should be standard atmospheric pressure at +10,000 feet minus 3.0 inHg ($20.58 - 3.00 = 17.58$ inHg).
- 2. **Pressure Range.** Each sensor should be capable of measuring a pressure range at any fixed location (station) of $+1.5$ to -3.0 inHg from the standard atmospheric pressure at that location.
- 3. **Accuracy.** The accuracy should be ± 0.02 inHg RMSE at all altitudes from -100 to $+10,000$ feet mean sea level (MSL), maximum error 0.02 inHg at any one pressure.
- 4. **Resolution.** The resolution of the barometer shall be displayed in 0.001 inHg increments or better.
- 5. **Differential Accuracy.** Each sensor shall exhibit an average differential accuracy of 0.02 inHg or less between a series of two pressure measurements taken from the same sensor 3 hours apart. Ambient temperature over this 3-hour period should not change more than 5°F . Ambient pressure should not vary more than 0.04 inHg (RMSE) over the 3-hour period.
- 6. **Maximum Drift with Time.** Each sensor should be stable and continuously accurate within 0.02 inHg RMSE for a period of not less than 6 months. The maximum error should be 0.02 inHg.

e. **Visibility Sensor.**

- 1. **Range.** The visibility sensor should be capable of determining visibilities from less than 1/4 mile to 10 miles. A method of calibration traceable to the FAA-approved standards in paragraph 3.12.b should be provided.
- 2. **Resolution.** In terms of equivalent visibility, the sensor should provide data to report visibility values as follows in statute miles: less than 1/4, 1/4, 1/2, 3/4, 1, 1-1/4, 1-1/2, 2, 2-1/2, 3, 4, 5, 7, 10 and greater than 10 miles.
- 3. **Time Constant.** The time constant shall not exceed 3 minutes.
- 4. **Accuracy.** The sensor shall agree with the visibility standards as follows:

Table 1. Visibility sensor accuracy requirements (all values in statute miles)

Reference Visibility Standard Reading	Acceptable Sensor Variance
1/4 through 1-1/4	± 1/4
1-1/2 through 1-3/4	+ 1/4, - 1/2
2 through 2-1/2	± 1/2
3 through 3-1/2	+ 1/2, - 1
4 and greater than 4	± 1

5. **Ambient Light Sensor.** The visibility sensor should contain an ambient light sensor, i.e., a photocell, to measure the ambient luminance within its field of view and generate a signal to the visibility sensor to indicate whether the ambient light level is day or night. It should indicate day for increasing illumination between 0.5 and 3 foot-candles (FC) and night for decreasing illumination between 3 and 0.5 FC. This sensor may be exposed to ambient light levels as high as 50 FC.
- f. **Cloud Height Sensor.** The cloud height sensor should have a design range of at least 12,500 feet. The sensor should provide an output of at least three cloud layers representative of the sky conditions when surface visibilities are equal to or greater than 1/4 mile. The sensor should comply with the performance standards throughout its design range.

The sensor should detect the height of atmospheric phenomena, i.e., clouds and obscuring phenomena aloft, or in the event the phenomena are surface based, e.g., fog, provide an estimate of the contact height (CH) or vertical visibility (VV). CH is defined as the vertical height above ground at which visual reference to recognized lights or objects on the surface can be established sufficiently to permit visual determination of the ground plane and position. VV is defined as the vertical distance that an observer can see vertically into surface-based obscuring phenomena, e.g., dust, fog, sand, etc., or the height corresponding to the upper limit of the return of the ceilometer signal, or the height corresponding to the height at which a balloon would completely disappear during the presence of surface-based phenomena, i.e., an obscured sky. The sensor should have the capability of discriminating between a negative response, i.e., no hit, resulting from no phenomena within the sensor's design range, and a sensor error/fault. The sensor should not indicate a response, i.e., hit, that is not the result of the detection of atmospheric phenomena.

1. **Range.** The sensor should measure cloud heights and the heights of obscuring phenomena aloft to a minimum of 12,500 feet.
2. **Accuracy.** Under laboratory conditions, the sensor should provide an accuracy of 100 feet or 5 percent, whichever is greater.
3. **Resolution.** Not greater than: 50-foot surface to 5,500 feet; 250 feet from 5,501 to 10,000 feet; 500 feet above 10,000 feet.
4. **Detection Performance.** The sensor shall perform within the limits specified in paragraphs 3.11.b.(2) and 3.11.b.(3) of AC 150/5220-16 (latest edition).
5. **Sampling.** The sensor shall provide an output at least once every 30 seconds. However, to extend sensor life, this sampling rate may be reduced to provide at least one sample every 3 minutes when no cloud, obscuring phenomena aloft, or CH/VV values, i.e., hits, are detected for the preceding 15 minutes.
6. **Eye Safety.** The cloud height sensor should be designed to conform to laser radiation Class IIIb as defined in ANSI-Z 136.1, Accessible Emission Limits for Laser Radiation, with the maximum accessible emission level applied to direct viewing without optical instruments (excluding ordinary eyeglasses). Interlock device(s) in the laser power circuit should be provided to disable the laser when any doors are open or the cover is removed to prevent inadvertent exposure of the laser emission to the eyes of the technician or others. The interlock(s) may have a manual override in order that power can be purposely restored during maintenance.
7. **Laser Power Stability.** The sensor should contain a self-check, self-adjusting feature that should maintain laser output power at the level necessary to sustain sensor detection and accuracy. When this adjustment can no longer provide the compensation necessary to maintain the sensor within specified operational limits, sensor operation should be terminated.
8. **Optics Contamination.** An air blower or other device shall be used to reduce the contamination of the sensor optics. A signal should be generated to indicate the amount of optics contamination, thereby

indicating the need for optics cleaning.

- (a) **Snow.** The ceilometer window shall demonstrate an ability to remain clear of snow under the condition of snow accumulating at a rate of 2 inches per hour for 1 hour at a temperature of 20°F.
 - (b) **Ice.** The ceilometer window shall remain clear of ice for 60 minutes under conditions of freezing rain with a maximum accretion rate of 1/2-inch per hour radial thickness of clear ice.
- g. Precipitation Accumulation Sensor.** The sensor should be capable of estimating the precipitation amount with a range of 0.01 to 5-inches per hour. Precipitation amount is the liquid equivalent amount of all forms of precipitation, i.e., liquid, freezing, frozen, or combinations thereof.
- 1. **Resolution.** The resolution shall be 0.01 inches.
 - 2. **Accuracy.** The accuracy shall be 0.002 inches per hour (RMSE), or 4 percent of actual, whichever is greater.
- h. Present Weather Detector/Sensor.** The term precipitation type as used herein includes the following: rain, drizzle and snow. The precipitation type sensor should provide an indication of the type of precipitation occurring, or should output precipitation for any precipitation, e.g., liquid, freezing, frozen, or combinations thereof, when a type cannot be identified. However, recognizing that the sensor technology is not yet available to identify ice pellets and hail, a precipitation type sensor may qualify by identifying only rain, drizzle, and snow while outputting precipitation for those types not identified. The sensor unit may be designed as a separate unit or may be combined with the requirements of other parts of this AC, e.g., paragraph 3.12, Visibility Sensor, so that one unit fulfills the requirements of two or more paragraphs.

The sensor should identify the type of precipitation when the rate of precipitation equals or exceeds 0.002 inches per hour, with the goals for accuracy as follows:

- 1. Within the temperature range of:
 - (a) +28°F to +38°F, identify precipitation type correctly as:
 - (1) Rain: 90 percent of the cases.
 - (2) Drizzle: 80 percent of the cases.
 - (3) Snow: 90 percent of the cases.
 - (b) Less than +28°F. Identify precipitation type correctly as snow in 99 percent of the cases.
 - (1) Greater than +38°F, identify precipitation type correctly as:
 - (2) Rain: 99 percent of the cases.
 - (3) Drizzle: 90 percent of the cases.
 - 2. Priority: Only one precipitation type should be reported, with the reporting priority established in the following order.
 - (a) Snow.
 - (b) Rain.
 - (c) Drizzle.
 - (d) Precipitation, unidentified.
- i. Thunderstorm Detection Sensor or Network.** This stand-alone sensor or thunderstorm detection network should detect the presence of a thunderstorm within 30 nm of an airport, should locate the thunderstorm, and should provide this data in such a form that the information can be incorporated into the AWOS display and voiced weather message.
- 1. **Range and direction.** Thunderstorms within 30 nm of the reference point on the airport should be reported. Direction is expressed in compass octants for distances from 10 to 30 nm.
 - 2. **Resolution.** The thunderstorm location should be defined within 1 nm of the location of the actual location of the thunderstorm/lightning.
 - 3. **Accuracy.**
 - (a) The standard detects strikes within 10 nm of the reference point:

- (1) **Detection Accuracy.** Ninety percent of all thunderstorms identified and located within this area by the thunderstorm sensor/network standards should be detected by the thunderstorm sensor/network under test.
 - (2) **Location Accuracy.** The location from each thunderstorm detected by the sensor standard within 10 nm of the reference point, and the corresponding thunderstorm detected by the sensor/network under test, should be computed. The RMSE of these locations accumulated during the test period should not exceed 3 nm.
- (b) The standard detects strikes between 10 nm and 30 nm of the reference point:
- (1) **Detection Accuracy.** Eighty percent of all thunderstorms identified and located within this area by the thunderstorm sensor/network standards should have been detected by the thunderstorm sensor/network under test.
 - (2) **Location Accuracy.** The distance from each thunderstorm located by the sensor standard between 10 nm and 30 nm of the reference point, and the corresponding thunderstorm located by the sensor/network under test, should be computed. The RMSE of these distances accumulated during the test period should not exceed 6 nm.
- (c) **False Reports.** Not more than 2 percent of all thunderstorms reported by the sensor under test should have been caused by sources other than a naturally occurring thunderstorm.
4. **Sensor/System Reporting to the AWOS.** The thunderstorm sensor/network should update the AWOS once each minute.

126-2.6 AWOS Data Processor. The AWOS data processor shall perform the following functions: data acceptance, data reduction, data processing, and product dissemination (digital and voice).

The Contractor shall provide a UPS to regulate power and provide a back-up power supply source for power outages. The UPS shall be capable of powering all data processing equipment for a minimum of one (1) hour (1,400 watt minimum).

- a. The processor shall be capable of attaining AWOS IV configuration by adding the requisite sensors and software only. No major upgrade of the data processor shall be required.
- b. The processor shall provide a continuous computer-generated voice weather observation to a ground-to-air radio, e.g., VOR, NDB, VHF discrete, etc., for transmission to aircraft pilots, as well as other users via an integral automatic telephone answering device.
- c. The processor shall have the capability to process observations from an unlimited number of sensors.
- d. The processor shall contain an operating system working in an open system architecture capable of remote software upgrades.
- e. **Data Reduction.** The data reduction function consists of the processing of information prior to the actual algorithm processing. The AWOS data reduction software shall include quality control checks to ensure that the data received are reasonable and complete and that the associated equipment is working properly before the weather algorithms are performed. The processor shall perform the tasks identified in paragraphs 126-2.6-e-1 through 126-2.6-e-5. If data from any sensor are erroneous, functionally inoperative, or totally missing, e.g., the sensor loses power, etc., that parameter shall be reported missing or removed from the weather observation outputs. The processor shall continue to sample the data and, if the error condition is corrected, the weather parameter shall be reinserted in the AWOS report. As an optional feature, an error indication light may be provided which shall be located in an attended location and shall be energized when a parameter is reported missing by the AWOS. If the examples of data reduction checks provided in paragraphs 126-2.6-e-1 through 126-2.6-e-5 are not applicable to a sensor's output, the manufacturer shall suitable criteria.
 1. The data processor shall periodically check reference or calibration points within the system, e.g., reference voltage, aspirator airflow, sensor heater current, etc., to monitor system operation.
 2. Set upper and lower limits on the sensor output which correspond to the normal operating limits of the sensor or to the real-world limits of the site. This is a gross error check that should prevent reporting the presence of clouds below ground level, negative windspeed, etc. For example, set the temperature sensor's upper and lower limits to +130°F and -60°F.
 3. Set rate-of-change limits on the sensor's output. Determining the maximum acceptable change in

temperature or signal characteristics allowable over a given period of time might set a rate-of-change limit.

4. Examine the history of the sensor output to detect sensor problems. As an example, the mean and standard deviation of a sensor measurement may be calculated every hour and compared to established upper and lower limits. If the windspeed sensor has a mean greater than 3 knots but, a standard deviation less than 0.5 knot, the sensor has probably malfunctioned. Likewise, the wind direction sensor is probably inoperative if the windspeed is above 5 knots and the standard deviation is less than 1 degree. Other examples of data checks include consistently low windspeed, unvarying windspeed or direction, lack of visibility of more than 5 miles for long periods, a consistent cloud layer or a lack of clouds for long periods, and so forth.
5. Recognize the absence of or longer than expected continual static data output for each sensor, examine the sensor without or after examining other sensor's outputs, and be able to diagnose a sensor malfunction. If the sensor is diagnosed as malfunctioning, its output should continue to be monitored, but its system output should be removed from use. For example, if the wind direction output does not vary for a long period of time, or if it does not move for a much shorter period of time while the windspeed indicates over 3 to 6 knots of wind motion, it would be assumed that the windspeed direction is frozen or otherwise inoperative. If the wind direction showed changing wind directions and yet, the windspeed sensor showed no windspeed changes for a set period, the windspeed sensor has probably failed.
- f. **Weather Algorithms.** The AWOS data processor should implement FAA algorithms to generate the elements of the weather observation (e.g. altimeter setting, density altitude, wind gusts, variable wind directions, variable visibility, etc.). An observation should be generated each minute containing the current weather information for all the valid parameters observed by the AWOS. The algorithm output should adhere to FAA algorithm standards for output frequency of the specific product, e.g., 2-minute wind average, etc.
- g. **System Output.** The system shall use the most recent one minute observations of current weather information to generate the following outputs:
 1. Computer-generated voice transmitted to pilots over radio, e.g., VOR, NDB, discrete frequency, etc.
 2. Input/output port for an operator terminal.
 3. Output port for a video display.
 4. Computer generated voice transmitted to users via telephone port for dial-up service, as well as software updates.
 5. Input/output ports for up to 8 remote display terminals, and an output for future connection to the national weather network.
 6. Output to website via internet where weather information may be accessed by Owner on any computer connected to the internet.
 7. NADIN output to service provided by others.
- h. **Remote Maintenance Monitoring (RMM).** All systems shall include a secure dial-up or Ethernet input/output port that provides the FAA authorized maintenance technician holding verification authority with remote access to locally archived and real-time operational, weather reports, and maintenance data. RMM access security shall be to appropriate industrial standards. The RMM shall remotely enable or disable the system or a specific sensor(s), set the clock, etc. The RMM shall effectively and efficiently maintain the proper operation of the AWOS. The information provided by the RMM should be identical to the archived and real-time operational and weather information available locally at the system. Any built-in test equipment used in the remote monitoring of the system shall be calibrated as defined in the latest edition of FAA Order 6700.20. Monitoring of the system shall be performed by FAA authorized maintenance personnel to regularly review and analyze the locally archived operational and maintenance data. The technician shall determine that all system parameters are being correctly reported, and that the real time clock is within the specified tolerance.
- i. **Real Time Clock.** The system shall generate time as coordinated universal time (UTC). Typically, days, hours, minutes, and seconds are provided as a system output for use in system displays, computer-generated voice output, etc. The day shall be expressed in the Gregorian calendar. Hours and minutes should be indicated numerically from 0000 to 2359. The clock function shall be accurate within 15 seconds each month compared to an official time source, e.g., WWV. AWOS clock errors in excess of 5 minutes may result in

rejection of all data.

- j. Power Outage.** The system should return to normal operation without human intervention after a power outage. The system should not output erroneous data when power is restored, and all weather parameters should achieve normal indications or should indicate missing within 30 minutes.
- k. Data Archiving.** The data processor should retain a local record of the automated weather reports, as well as the data entered through the keyboard or via RMM, for use by accident investigators. The interval between archived reports shall not be more than 20 minutes, and the report shall be retained for at least 96 hours (4 days), i.e., 96 hours of data are archived on a first in, first out sequence. A method shall be provided for the local and RMM retrieval of locally archived reports using a removable media, e.g., flash drive or similar, or a permanent record, e.g., a hard copy print out. If necessary, the operator shall be able to suspend the updates of the archived weather reports to freeze the data until retrieval may be accomplished.
- l.** A method should be provided for the local and RMM retrieval of locally archived reports using removable media, e.g., USB drive, or a permanent record, e.g., a hard copy print out. If necessary, the operator should be able to suspend the updates of the archived weather reports to freeze the data until retrieval may be accomplished.
- m. System Constants.** The following system constants should be either permanently installed in the data processor at the factory or protected from unauthorized or accidental modification so that they may not be changed after initial adjustment at the site without proper authorization from the factory.
 - 5. Elevation of the pressure sensors (MSL) and the ceilometer (AGL) at the AWOS site.
 - 6. Magnetic variation of the AWOS site to the nearest degree.
 - 7. AWOS facility identification.
 - 8. Algorithm constants.
 - 9. Alert criteria, including site unique criteria. The airport manager or other individual responsible to airport management may change this feature locally.
 - 10. System and sensor software and firmware revision level identification.

126-2.7 Operator Terminal (OT).

a. A separate operator terminal is not required. The data output shall be sent to a owner supplied HDMI monitor or.

b. Product Augmentation. The product augmentation function allows an observer to initiate or change any observation product. A specific editing password should control access to this function. Manual entries of weather phenomena not automatically observed should be placed in the remarks section of the observation. A qualified weather observer should have the capability to:

- 1. Prepare a manual observation using the latest known weather parameters.
- 2. Manually prepare a corrected observation, either from scratch or by editing a previously disseminated product still accessible in memory.
- 3. Turn off report processing for a sensor in case the sensor fails or outputs incorrect data, which in turn places a missing symbol in that field.
- 4. Manually edit any observation before release for dissemination by overriding the AWOS parameters, or cancellation of AWOS parameters, addition of new data, or cancellation of the entire product.
- 5. Add to the voice message. The OT shall have the capability to manually input a voice message, 30 seconds minimum, to the end of the computer-generated voice message.

c. Security. The system shall require the operator to enter a User ID and Password or a successive series of codes prior to allowing him/her to proceed with the entry of data.

d. Periodic Data Validation. All manually entered data shall be automatically time tagged by the system. The data shall be valid until the next hourly or manually input observation. In order to retain the manually entered data in the system, the operator should be required to revalidate his/her on-the-hour observation. If no data is to be changed, the operator should be able to accomplish the revalidation using a simple procedure. The data shall then be tagged with a new 1-hour limit.

126-2.8 Voice Subsystem.

a. The voice subsystem shall provide high quality, computer-generated speech for output of the AWOS observation. A high-level error-checking scheme shall be incorporated to prevent erroneous outputs. The voice subsystem shall provide the speech for the local ground-air radio broadcast and for telephone dial-up users.

b. The voice subsystem shall have the capability for the addition of up to two (ninety seconds each minimum) manually input voice messages. These messages will be voiced at the end of the computer-generated voice message. The programming of the manual input voice messages shall be accomplished using a microphone. A security access code shall prevent unauthorized use. The system shall automatically play back the recorded message and allow the user to reprogram, delete, or accept the messages.

c. **Performance Standards.** The voice subsystem shall have the following features:

1. The voice output shall be a balanced, low-impedance driver providing a minimum of one milliwatt of power into a 600-ohm line. The output amplitude should be adjustable to a nominal 0 dBm output or a nominal minus 13 dBm output. (dBm is the measured power level in decibels).

2. The voice message shall be output continuously with approximately a 5 second delay between the completion of one message and the beginning of the next.

3. If the voice message is in process of output when the new AWOS observation is received, the output message shall be completed without interruption; voice transmission of the new AWOS observation shall begin upon completion of the next delay time.

4. The quality, i.e., clarity and phrasing, of the automated speech shall provide high intelligibility when broadcasting using telephone and ground-air radio transmitters.

5. The format and sequence of the voice message shall be in accordance with the latest edition of Order 7110.10, Flight Services Handbook. When any weather parameter is reported missing or omitted due to a disabled or inoperative sensor, as determined by internal AWOS checks, the voice report shall be "(parameter) MISSING"; e.g., "WINDSPEED MISSING"; "CLOUD HEIGHT MISSING"; etc. The UTC time of the observation shall be given after the location identification. The word "advisory" shall precede all weather information that comes from or is derived from advisory sensors. In accordance with the latest edition of the Aeronautical Information Manual, the word "test" shall follow the words "automated weather observation" when the system is not in commissioned status.

6. If a valid data update of certified sensor data is not received prior to the start of the next voice transmission, the last valid data set received shall be used to compose the voice message. Failure to receive an update of certified sensor data for more than 5 minutes should result in the termination of the voice output and the generation of a failure message. In this event, the AWOS shall output the message: "(station identification) automated weather observing system temporarily inoperative".

7. The system shall contain an automatic telephone answering device that should permit user access to the voice message via the public telephone system. The incoming call shall be answered prior to completion of the second ring, and the audio signal in progress at the time the call is received shall be placed online. The voice subsystem shall automatically disconnect when the weather observation has been completely transmitted twice. Typically, the telephone-answering device shall have the capability to answer five calls at a time with no loss of audio signal strength or intelligibility. The minimum requirement is that the system answers a single call.

8. The voice system shall contain a headset/speaker jack for monitoring the voice output.

9. The voice quality shall not be degraded when output on a VOR, NDB, or other NAVAID.

126-2.9 VHF Transmitter. The output shall be broadcast via a separate VHF transmitter provided by the Contractor. The Airport transmitter shall operate at a frequency of 120.550 MHz. Contractor shall assist Owner with license modifications as required. Contractor shall assist the Airport Authority in any necessary modifications to their FCC license for the VHF transmitter. The transmitter must have an FCC type acceptance, and have the following operational parameters:

a. Channel Spacing: 25 kHz

b. Normal Radio Frequency (RF) Power Output: Nominal 2.5 watts (± 0.50 watts), at the transmitter output

c. Frequency Stability: $\pm 0.001\%$ (-30° to $+60^{\circ}\text{C}$)

d. Spurious and Harmonic Emission: 80 dB down from the carrier minimum up to 90 percent modulation

e. Emission Type: 6A3E

f. Antenna: Omnidirectional

126-2.10 Equipment Enclosure. AWOS components not designed for outdoor use shall be located in the Administration Building, as specified by the Airport Manager, and in accordance with manufacturer and FAA guidelines. All outdoor enclosures shall be NEMA 4X enclosures, as required by the AWOS manufacturer. All outdoor hardware shall be stainless steel.

126-2.11 Equipment Foundations. Existing Foundations shall be reused for all equipment except the thunderstorm detection sensor. An equipment foundation for the new thunderstorm detection sensor shall be as required by the equipment manufacturer. The contractor shall submit plans showing the proposed piers, pads, or footers to the Engineer.

a. Concrete. Contractor shall provide concrete for the thunderstorm detection sensor foundation meeting an ODOT pre-approved job mix formula for ODOT Class "QC1" (compressive strength of 4,000 psi at twenty-eight (28) days), unless a higher strength concrete mix is required by the equipment manufacturer. The Contractor shall also provide liquid membrane-forming curing compound conforming to the requirements of ASTM C 309, Type 2, Class B, or a white polyethylene conforming to the requirements of ASTM C 171.

b. Reinforcing. Reinforcing for the thunderstorm detection sensor foundation shall be as required by the equipment manufacturer. Bars shall be no closer than 3 inches from the sides of the concrete.

126-2.12 Conduit. Conduit for cables and grounding to and from the thunderstorm detection sensor shall be installed, as required by the equipment manufacturer. Conduits shall terminate in sweeps a minimum of 18 inches below ground. The conduit shall be the size and type required by the manufacturer and must meet the requirements of the national electrical code and local code.

Each individual conduit that will contain a signal cable (not power cable) shall be provided with a 3/16-inch diameter polypropylene pull rope. The rope ends shall be secured, and sufficient length shall be left at ends and in boxes to prevent it from slipping back into the conduit.

126-2.13 AWOS Equipment Wire and Control Cable. Wire and control cables between the main load center and all AWOS equipment shall meet the requirements of the national electric code, local electric code and the AWOS equipment manufacturer's recommendations. Control cables shall be the manufacturer's required number of pairs plus two spare pair. Each pair shall be individually shielded. Power cable from the load center to all equipment and sensors shall be 2-No. 12 THHN copper cables (black and white) and a No. 12 THHN copper ground wire (green).

126-2.14 Ground Cables and Ground Rods. Bare wire for equipment ground installation shall be No. 4/0 AWG stranded wire conforming to the requirements of ASTM B3 and ASTM B8 and shall be copper wire conforming to ASTM D 33. Ground rods and the lightning rod for the tower shall be single piece 3/4-inch diameter by 10 feet long copper clad.

126-2.15 Miscellaneous Equipment. As recommended by AWOS manufacturer.

126-2.16 UHF Data Link Radio Transmitter. The AWOS shall utilize a UHF radio to transfer data between components of the system, the transmitter will have FCC type-acceptance, and the power output should be limited to the minimum necessary to accomplish the job and should not exceed 1 watt. Frequency stability, deviation/percent modulation, VSWR, and initial/operating power output should be in accordance with FCC regulations and should be clearly defined in the manufacturer's Maintenance Manual. AM and FM data link radio transmitter specifications are contained in the latest edition of FAA Order 6560.13. The contractor shall assist the Airport Authority in applying for and obtaining a frequency from the FCC to use for wireless data link.

126-2.17 Uninterruptible Power Supply. The Contractor shall provide a UPS to regulate power and provide a back-up power supply source for power outages. The UPS shall be capable of powering the AWOS – III system for a minimum of one (1) hour.

126-2.18 Transient and Lightning Protection. AWOS equipment shall be protected against damage or operational upset due to lightning-induced surges on all sensor input lines, sensor supply lines, and incoming power and data communications lines. Equipment (including the electrical circuits of fiber optics modems) and personnel shall be protected from lightning currents and voltages; from power line transients and surges; and from other electromagnetic fields and charges. AWOS manufacturers are encouraged to design and install lightning protection systems in accordance with this FAA AC No. 150/5220-16 (Latest Edition), as well as the latest editions of FAA Standard FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for

Facilities and Electronic Equipment and the Lightning Protection Code, NFPA 780, for all equipment and structures. A drawing showing the proposed lightning protection system shall be submitted to the Engineer for review and approval.

126-2.19 Test Equipment. The contractor shall provide all AWOS test equipment necessary for FAA certification and testing. This test equipment includes all standards as specified in the AWOS manufacturer's Operations and Maintenance Manual.

126-2.20 Spare Components. The Contractor shall provide the Owner with the manufacturer's minimum recommended spare components necessary to restore the AWOS to service following a malfunction.

MISCELLANEOUS

126-3.1 Operator Training. A representative of the AWOS manufacturer shall provide training on site for the Owner's representative. The training shall include all details, materials, operating and parts manuals, and tasks necessary to maintain and perform diagnostics on the AWOS system.

126-3.2 Maintenance Agreement. The Contractor shall provide a one (1) year maintenance agreement on a 24/48-hour response time basis that begins on the date of FAA commissioning. The maintenance agreement shall include all required inspections as defined by the AWOS manufacturer and all service required to restore the AWOS to service following a malfunction.

CONSTRUCTION METHODS

126-4.1 General. The installation and testing of the AWOS equipment shall be completed in accordance with the national electric code, local electric code, the AWOS equipment manufacturers site preparation and installation requirements, and FAA guidelines.

126-4.10 Installation of Tower Obstruction Light and AWOS Equipment. This equipment shall be installed in accordance with the AWOS manufacturer's recommendations. The obstruction lights must be installed at the top of the tower (not the lightning rod).

The Central Data Platform shall be mounted on the existing rack along with a UPS, VHF ground-to-air radio, and other equipment. It shall be located inside the airport Administration Building within 3 feet of an outlet (should be a dedicated 15A circuit). It shall also be located with access to the dedicated telephone line.

The VHF mast should be at least 5 feet in length. The UHF mast should be at least 1 foot longer than the amount required to secure it to the building but must be lower than the VHF mast. The antenna cables shall have a drip loop prior to entry into the building and shall not be installed through the roof of the building.

126-4.12 Testing. After completion of the installation the Contractor shall test the various equipment in the presence of the Engineer to document that it has been installed and functions correctly.

126-4.13 Commissioning. The Contractor shall schedule and arrange for, and have a technician available and present for, the checkout and commissioning of the system by the FAA. The technician shall have previous experience in commissioning AWOS systems. The technician may work for the contractor, may be an independent technician who maintains AWOS systems, or may be a representative of the AWOS manufacturer.

126-4.15 Restoration. All areas disturbed by the trenching, storing of dirt, cable and conduit laying, and other work shall be restored to its original condition and graded so that the areas are level with adjacent ground. The disturbed areas shall then be seeded in accordance with Item T-901 and mulched in accordance with Item T-908. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. Restoration shall be considered incidental to the pay item of which it is incidental. At completion and approval of the AWOS installation, the Contractor shall remove all debris from the installation, all trash and litter, and all tools and equipment.

METHOD OF MEASUREMENT

126-5.1 Replace AWOS System. All work required for replacement of the AWOS system, installation of all equipment, testing of the equipment and sensors, UPS, transmitters, computer terminal and monitor in the office, transmitters for voice and data, antennae for voice and data, commissioning of the AWOS system, seeding and mulching, and all other equipment and incidentals necessary for the replacement of the AWOS system. The AWOS system must be properly installed in place, ready for operation, and accepted by the Engineer. Replace AWOS – III System shall be measured for payment as a complete unit of work, in accordance with these specifications and to the satisfaction of the Engineer.

BASIS OF PAYMENT

126-6.1 Replace AWOS System. Payment for Replace AWOS System will be made at the contract lump sum price for the complete and accepted system, installed in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all preparation, materials, assembly, and installation of these materials; and for all labor, equipment tools, and incidentals necessary to complete this item.

Payment will be made under:

Item S-126-6.1	Replace AWOS System – per lump sum
----------------	------------------------------------

END OF ITEM S-126

ITEM T-901 SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, and fertilizing the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed Properties and Rate of Application

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application (lbs/1,000 S.F.)
Kentucky Bluegrass (Poa Pratensis)	85 (Weed Seed 0.75%)	80	3.0
Creeping Red Fescue (Festuca Rubra)	97 (Weed Seed 0.50%)	85	3.0
Annual Ryegrass (Lolium Multiflorum)	97 (Weed Seed 0.50%)	85	2.0
Perennial Ryegrass (Lolium perennae)	98 (Weed Seed 0.50%)	85	2.0

Seeding shall be performed during the period between August 15 and October 30 inclusive, unless otherwise approved by the RPR. If approved by the RPR, broadcast seeding may be performed between March 1 and August 15. However, seeding rates must be increased by 5 percent. Between March 1 and October 30, the Contractor may use hydro-seeding, which applies the mulch, seed, water, and fertilizer in the same operation.

901-2.2 Lime. Not used.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 10-20-10 commercial fertilizer and shall be spread at the rate of 20 pounds per 1,000 square feet.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and legally disposed of off airport property.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work. When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

MEASUREMENT AND PAYMENT

901-5.1 No separate measurement or payment shall be made for seeding. This item is incidental to the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

ITEM T-908 MULCHING

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

MATERIALS

908-2.1 Mulch material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

a. Straw. Straw shall be the stalks from threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

b. Asphalt binder. Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1.

908-2.2 Inspection. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained. Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm) nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm) or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and repair.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the “asphalt spray” method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the “asphalt mix” method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m) or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.

MEASUREMENT AND PAYMENT

908-5.1 No separate measurement or payment shall be made for mulching. This item is incidental to the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

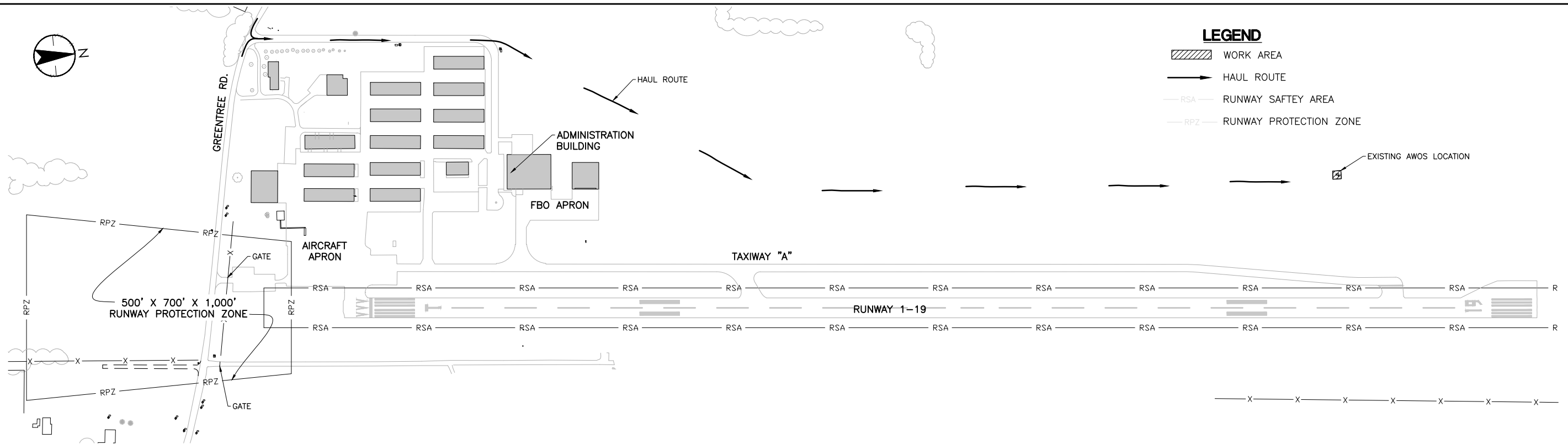
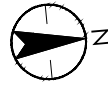
AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

CONSTRUCTION SAFETY AND PHASING PLAN



SAFETY & PHASING NOTES

GENERAL: AIRFIELD WILL BE ACTIVE DURING CONSTRUCTION. AIRCRAFT ALWAYS HAVE THE RIGHT-OF-WAY. IF NECESSARY, ACCESS ACROSS OPEN AIRFIELD SHALL BE COORDINATED WITH AIRPORT MANAGER. ALL CONSTRUCTION TRAFFIC SHALL STOP ON THE EXISTING DRIVE AT THE GATE TO CHECK FOR THE PRESENCE OF AIRCRAFT PRIOR TO ENTERING ONTO THE ACTIVE AIRFIELD. TRAFFIC MUST REMAIN A MINIMUM OF 65.5' FEET FROM TAXIWAY "A" CENTERLINE AT ALL TIMES. SHALL ENSURE THAT ANY DEBRIS TRACKED ONTO PAVEMENT IS REMOVED IMMEDIATELY. SPEED OF VEHICLES SHALL BE NO GREATER THAN 10 MPH WHILE TRAVERSING THE AIRFIELD.

ALL WORK MUST BE COMPLETED WITHIN 5 CONSECUTIVE CALENDAR DAYS. THE TOTAL TIME FOR ALL PHASES SHALL NOT EXCEED THE OVERALL CONTRACT TIME.

PHASE I: AIRPORT MANAGER ISSUES A NOTICE TO ARMEN (NOTAM) ADVISING PILOTS THAT MEN AND EQUIPMENT WILL BE OPERATING IN THE VICINITY OF RUNWAY 1-19 FOR 5 CONSECUTIVE CALENDAR DAYS.

CONTRACTOR COMPLETES ALL WORK.

AT COMPLETION OF WORK, THE AIRPORT OWNER AND CONTRACTOR VERIFY THAT CONTRACTOR HAS LEFT NO DEBRIS ON AIRFIELD PAVEMENT AND THE NEW AWOS III P/T IS OPERATING PROPERLY. AIRPORT MANAGER CANCELS NOTAM.

CONSTRUCTION SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

THE CONTRACTOR MUST COMPLY WITH THE SAFETY AND GENERAL CONSTRUCTION REQUIREMENTS IN THE SPECIAL PROVISIONS.

THE CONTRACTOR MUST PREPARE AND SUBMIT A WRITTEN CONSTRUCTION SAFETY PLAN COMPLIANCE DOCUMENT (SPCD). THIS DOCUMENT SHALL INCLUDE

- NAME OF CONTRACTOR
- TITLE OF PROJECT
- AN ACKNOWLEDGEMENT THAT THEY HAVE EXAMINED THE CONSTRUCTION SAFETY PHASING PLAN (SPP) CONSISTING OF INFORMATION ON THIS SHEET AND THE SAFETY AND GENERAL CONSTRUCTION REQUIREMENTS CONTAINED IN THE SPECIAL PROVISIONS OF THE SPECIFICATIONS AND BIDDING DOCUMENTS AND UNDERSTAND IT
- A CERTIFICATION THAT THEY WILL NOT DEVIATE FROM THE CONSTRUCTION SAFETY PHASING PLAN WITHOUT WRITTEN APPROVAL FROM THE OWNER
- IDENTIFICATION OF POINTS OF CONTACT FOR THE PROJECT (DAYTIME AND AFTER HOURS), INCLUDING THE PERSON RESPONSIBLE FOR MONITORING COMPLIANCE WITH THE SPP AND SPCP DURING CONSTRUCTION
- AN OUTLINE HOW THEY WILL COMPLY WITH THE REQUIREMENTS OF THE CONSTRUCTION SAFETY AND PHASING PLAN (INCLUDING SCHEDULES, ACCESS, AND TEMPORARY MARKERS). THE DAILY START AND STOP TIMES FOR CONSTRUCTION WITHIN EACH PHASE, THE TOTAL DURATION OF EACH PHASE, AND THE NUMBER OF SHIFTS AND/OR OVERTIME OPERATIONS PROPOSED
- ACCESS TO THE LOCATION OF EACH PHASE OF WORK, INCLUDING DETAILS ON HOW ESCORTING WILL BE PROVIDED FOR VEHICLES WITHOUT LIGHTS AND FLAGS, INCLUDING DELIVERY VEHICLES
- A DISCUSSION OF HOW DEBRIS ON THE PAVEMENT SURFACE WILL BE MANAGED

THE SPCD MUST BE PRESENT AT ALL TIMES ON THE CONSTRUCTION SITE FOR REFERENCE. THE CONTRACTOR MUST ENSURE THAT THEIR PERSONNEL ON THE PROJECT ARE FAMILIAR WITH THE REQUIREMENTS OF THE SPP AND SPCD.

THE CONTRACTOR MUST RESTRICT MOVEMENT OF VEHICLES AND PERSONNEL (INCLUDING SUBCONTRACTORS AND SUPPLIERS) TO PERMITTED CONSTRUCTION AREAS BY FLAGGING, BARRICADING, ESCORTING, OR OTHER METHODS APPROVED BY THE OWNER. NO EMPLOYEES (INCLUDING SUBCONTRACTORS AND SUPPLIERS) OR VEHICLES MAY ENTER ANY AREA ON THE AIRFIELD THAT ARE NOT AVAILABLE FOR CONSTRUCTION IN THE CURRENT PHASE WITHOUT PRIOR APPROVAL OF THE OWNER.

FILE NAME: \\173812020\100_GENERAL\WORKS\MISC_UPGRADES\12000_100_SPO1.DWG, LAST SAVED BY: BRIDGES, LAST SAVED 4/22/2022 5:08 PM, PLOTTED: 4/22/2022 5:12 PM

REVISIONS

DESIGN: N.R.H.
DRAFT: N.R.H.
REVIEW: B.K.C.

SCALE: 1" = 400'
DATE: 04/07/2022

SAFETY AND PHASING PLAN



BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

ADVERTISEMENT

Sealed bids will be received by the Warren County Airport Authority in the airport administration building at the Warren County Airport - John Lane Field located at 2460 Greentree Road, Lebanon, Ohio 45036 until 10:00 A.M. local time on Tuesday May 24 , 2022, and will be publicly opened and read aloud on site on that date for the following work at Warren County Airport, Lebanon, Ohio: **Install New AWOS III-PT**, including removing existing AWOS III equipment, installation of new AWOS III-PT equipment, and other associated items of work.

Copies of the Contract Documents containing all the forms and requirements are available to prospective bidders by request from the Warren County Airport Authority. Bidders must obtain a copy of the Contract Documents from the Warren County Airport Authority, and bids must be submitted on the Proposal Forms contained in these Contract Documents. Bids based on review of plan room documents without acquiring from the Warren County Airport Authority will not be accepted. For additional information contact Alan Wolfson at (513) 403-3696 or alan.wolfson@fuse.net.

Bids shall be accompanied by either a combined "Bid Guaranty and Contract Bond" for 100 percent of the bid; or by a certified check, or a cashier's check, on a solvent bank in the amount of 10 percent of the bid. If a check is submitted, a separate Contract Bond for One Hundred percent (100%) of the amount of the contract, with a satisfactory surety or sureties, will then be required from the successful bidder for the faithful performance of the work. The bidder will be required to state in full detail, on their bid, their experience in the type of work for which they are submitting a bid. Bids from contractors inexperienced in the particular class of work for which they are bidding will not be considered.

Work will be subject to the following federal requirements included in the Special Provisions, depending on the amount of the bid: Civil Rights - General; Civil Rights - Title VI Assurances; Federal Fair Labor Standards Act; Occupational Safety and Health Act of 1970; Access to Records and Reports; Buy American Preference; Disadvantaged Business Enterprise; Energy Conservation Requirements; Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Trade Restriction Clause; Veteran's Preference; Copeland "Anti-Kickback Act; Davis-Bacon Labor Provisions; Distracted Driving; Affirmative Action Requirement; Equal Employment Opportunity; Prohibition of Segregated Facilities; Procurement of Recovered Materials; Termination of Contract; Governmentwide Debarment and Suspension; Contract Work Hours and Safety Standards Act Requirements; Lobbying and Influencing Federal Employees; Breach of Contract Terms; Clean Air and Water Pollution Control; and

Governmentwide Requirements for Drug-free Workplace. Additional information on these regulations is contained in the Contract Documents. Attention of the bidder is also called to the requirements of the State of Ohio relative to licensing of corporations and the disclosure of the location of work on the project.

Title VI Solicitation Notice. (Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration). The Warren County Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Award of work, if it is awarded, will be made to the lowest and best bidder whose proposal complies with all requirements prescribed. The right is reserved to waive any informalities or technical defects, as the interests of the Warren County Airport Authority may require, or to reject any or all proposals. No award will be made if it exceeds the Engineer's Estimate by more than 10 percent.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk