

AGENDA
SHAWNEE AIRPORT AUTHORITY
MAY 20, 2024 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the April 15, 2024 regular meeting.
 - b. Acknowledge the Airport Authority Board Minutes from the March 20, 2024 regular meeting.
 - c. Confirm action taken by the City Commission on Agenda Item No.17(a) regarding consideration of the bid award for Site Preparation for Temporary Airport Terminal Building.
 - d. Confirm action taken by the City Commission on Agenda Item No. 10 regarding an agreement with One Gas Inc., for temporary and permanent easements in Section 11, Range 3 East, Township 10 North.
2. New Business
3. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)

DRAFT

SHAWNEE AIRPORT AUTHORITY PROCEEDINGS

APRIL 15, 2024 AT 6:00 PM

The Shawnee Airport Authority of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, April 15, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, April 11, 2024 at 5:29 PM. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Chairman/Mayor

Daniel Matthews
Trustee Ward 1

Cami Engles
Trustee Ward 2

Yannah Frazier
Trustee Ward 3

Absent
Trustee Ward 4

Mark Sehorn
Trustee Ward 5

Lauren Richter
Trustee Ward 6

ABSENT: Darren Rutherford

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:

- a. Minutes from the March 18, 2024 regular meeting.
- b. Acknowledge the Airport Advisory Board Minutes from the February 21, 2024 regular meeting.

A motion was made by Trustee Matthews, seconded by Trustee Sehorn, to approve to Consent Agenda Item Nos. 1(a-b). Motion carried 6-0-0.

AYE: Matthews, Sehorn, Richter, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

2. Consideration of a Request to Terminate Commercial Non-Aeronautical Use Lease Agreement.

Assistant City Manager Danny Vise advised that Agenda Item Nos. 2 and 3 are companion items. He stated that the Shawnee Alano Club, Inc. (Alano Club) currently leases fifteen thousand (15,000) square feet of land located at 1827 North Airport Drive and the lease agreement will expire June 30, 2027. The Alano Club is requesting authorization to terminate the lease agreement prior to the expiration date.

A motion was made by Trustee Matthews, seconded by Trustee Engles, to approve a request to Terminate Commercial Non-Aeronautical Use Lease Agreement. Motion carried 6-0-0.

AYE: Matthews, Engles, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

3. Consideration of a request by Gateway to Prevention and Recovery Inc. to enter into a Commercial Non-Aeronautical Land Use Lease Agreement.

Assistant City Manager Danny Vise stated that Gateway to Recovery, Inc. (Gateway) is requesting to enter into a Non-Aeronautical User Lease Agreement with Shawnee Airport Authority for the property located at 1827 North Airport Drive. He advised that Gateway wishes to utilize the building to provide the services currently offered by the Free Life Group, also known as the Shawnee Alano Club, Inc. The new lease would be for a period of five (5) years with an option to renew for another five (5) years. The lease amount would be Six Hundred Forty-Two Dollars (\$642.00) per year, which is based on the market value of land and not the building.

A motion was made by Trustee Engles, seconded by Trustee Matthews, to approve a request by Gateway to Prevention and Recovery Inc. to enter into a Commercial Non-Aeronautical Land Use Lease Agreement. Motion carried 6-0-0.

AYE: Engles, Matthews, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

4. Consider Bid(s):

a. Forage and Hay Harvesting Lease (Award)

Assistant City Manager Danny Vise announced that one (1) bid was received. Staff recommends awarding the Forage and Hay Harvesting Lease to Airdale Farms of McLoud, Oklahoma for the total amount of Two Thousand Dollars (\$2,000.00) per year for a period of five (5) years.

A motion was made by Trustee Matthews, seconded by Trustee Engles, to award the Forage and Hay Harvesting Lease to Airdale Farms for the amount of Two Thousand Dollars (\$2,000.00) per year for a period of five (5) years. Motion carried 6-0-0.

AYE: Matthews, Engles, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

5. New Business

There was no new business.

6. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (10:36 p.m.)

ED BOLT, MAYOR
CHAIRMAN

ATTEST:

LISA LASYONE, MMC, CITY CLERK
SECRETARY

AIRPORT ADVISORY BOARD PROCEEDINGS

MARCH 20, 2024 AT 5:30 PM

The Airport Advisory Board of the Shawnee Airport Authority, City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Recreation Center Craft Room 1, 401 North Bell, Shawnee, Oklahoma on, March 20, 2024 at 5:30 PM, pursuant to notice duly posted as prescribed by law at 4:40 p.m. on the 14th day of March. Vice Chairman Lee presided and called the meeting to order. Upon roll call, the following members were in attendance.

Harmik DerSahakian

Chairman

Larry Briggs

Board Member

Colton Crowder

Board Member

Scott Lee

Board Member

Randall Rogers

Board Member

Keith Layne

Board Member

Blake White

Board Member

ABSENT: None

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the February 21, 2024, regular meeting.

A motion was made by Mr. Briggs, seconded by Mr. Rogers, to accept the Minutes of the February 21, 2024 Regular Meeting of the Airport Advisory Board. Motion carried 6-0-0.

AYE: BRIGGS,CROWDER, LEE, ROGERS

NAY: NONE

ABSTAIN: LAYNE

2. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

No members of the public joined the meeting or requested the opportunity to speak during Citizens Participation.

3. Discussion and Consideration of Request to Terminate Non-Aeronautical Use

Land Lease Agreement

Staff presented a letter from the Shawnee Alano Club, Inc., requesting an early termination of their non-aeronautical use lease agreement with the Shawnee Airport Authority.

A motion was made by Mr. Briggs, seconded by Mr. Rogers, to recommend the Shawnee Airport Authority accept the request received from Shawnee Alano Club, Inc. to terminate the non-aeronautical use lease with the Shawnee Airport Authority. Motion carried 6-0-0.

AYE: BRIGGS, CROWDER, LEE, ROGERS

NAY: NONE

ABSTAIN: LAYNE

4. Discussion and Consideration of Request to Assume Non-Aeronautical Use Land Lease Agreement

Staff presented a letter from the Gateway to Prevention and Recovery, Inc. "Gateway", requesting the opportunity to enter into a non-aeronautical use lease agreement with the Shawnee Airport Authority for the property at 1827 North Airport Drive, for the purposes of offering services to the community. The proposed agreement will be for a five-year term with the option to renew for an additional five successive calendar years. The rental rate will be \$642 per year with annual increases applied based on the rate of inflation for the prior calendar year, as established by the Consumer Price Index for all goods and services.

A motion was made by Mr. Rogers, seconded by Mr. Briggs, to recommend the Shawnee Airport Authority offer a non-aeronautical use lease to Gateway to Prevention and Recovery, Inc. Motion carried 6-0-0.

AYE: BRIGGS, CROWDER, LEE, ROGERS

NAY: NONE

ABSTAIN: LAYNE

5. Discussion and Consideration of Solicitation for Engineering Services, Request for Qualification Statements and Appointment of Review Committee

Staff presented a memo regarding the Federal Aviation Administration's guidance on selecting engineering service providers in compliance with the terms and conditions of the Airport Improvement Program grant assurances,

recommending the publication of a Request for Qualifications (RFQ) seeking statements of interest from engineering firms desiring the opportunity to enter into a five-year agreement with the Shawnee Airport Authority for civil engineering services in support of the airport's capital maintenance and development programs.

A motion was made by Mr. Briggs, seconded by Mr. Crowder, to recommend the staff publish a Request for Qualifications for engineering services; that two members of the Airport Advisory Board, Mr. Lee and Dr. Layne serve on a committee to review and rank submissions and make a recommendation to the full Airport Advisory Board regarding the award of a professional service contract. Motion carried 6-0-0.

AYE: BRIGGS, CROWDER, LEE, ROGERS

NAY: NONE

ABSTAIN: LAYNE

6. Project Status Update

Staff presented a written update on projects underway at the airport as part of the agenda package. Mr. Scott Lee, Vice Chairman, then introduced Mr. Danny Vise, Jr. Assistant City Manager to the Board and asked Mr. Vise to share information and respond to questions from the Board on tornado recovery and redevelopment efforts.

Mr. Vise provided updates on:

The status of repairs to the airport fence line and vehicle access gates;

Plans to demolish the terminal building, 200 Series T-Hangars, Hangar #16, and the commercial building on Independence

Plans to support ground maintenance requirements with limited staff.

Mr. Vise also noted that the city management team continues to negotiate with the city's insurance providers, and the Federal Emergency Management Agency (FEMA) to finalize plans for financial compensation for damaged facilities and equipment. Final determinations will be a driving force behind determinations on restoration plans.

Members of the Board asked questions about the future development of the airport and asked Mr. Vise consider funding a Master Plan for development.

7. Fuel Price Comparison Report

A written report was included in the Agenda package for review.

8. Fuel Sales Report

A written report was included in the Agenda package for review.

9. Budget Report

A written report was included in the Agenda package for review.

10. Board Comments

The Board members had no further comments to add.

11. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Vice Chair. (7:31 p.m.)



HARMIK DERSAHAKIAN
CHAIRMAN

ATTEST:



BONNIE A. WILSON
SECRETARY

CITY OF SHAWNEE, OKLAHOMA

CONSTRUCTION PLANS

FOR

SHAWNEE REGIONAL AIRPORT

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

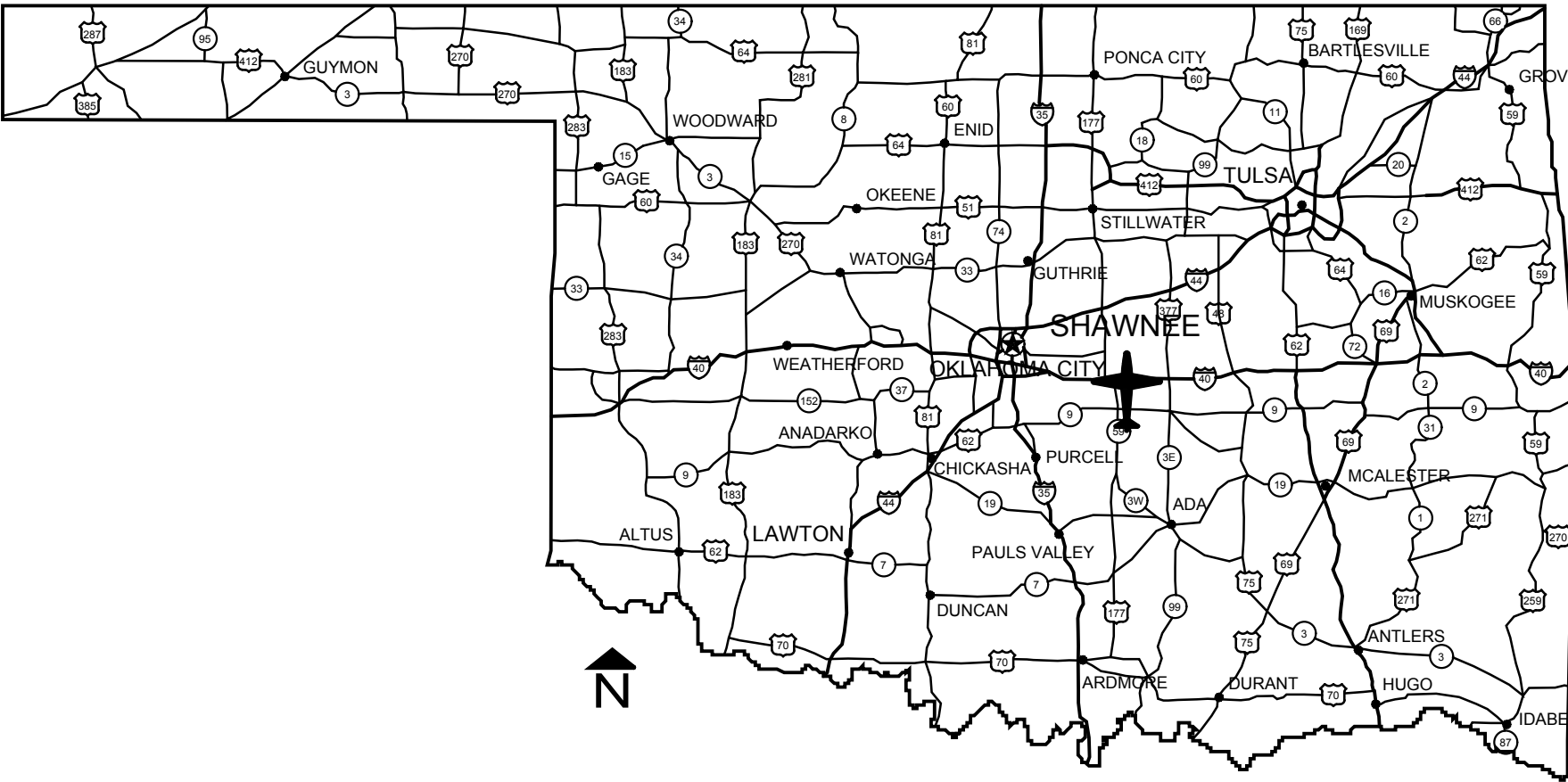
BASE BID:

SITE PREPARATION

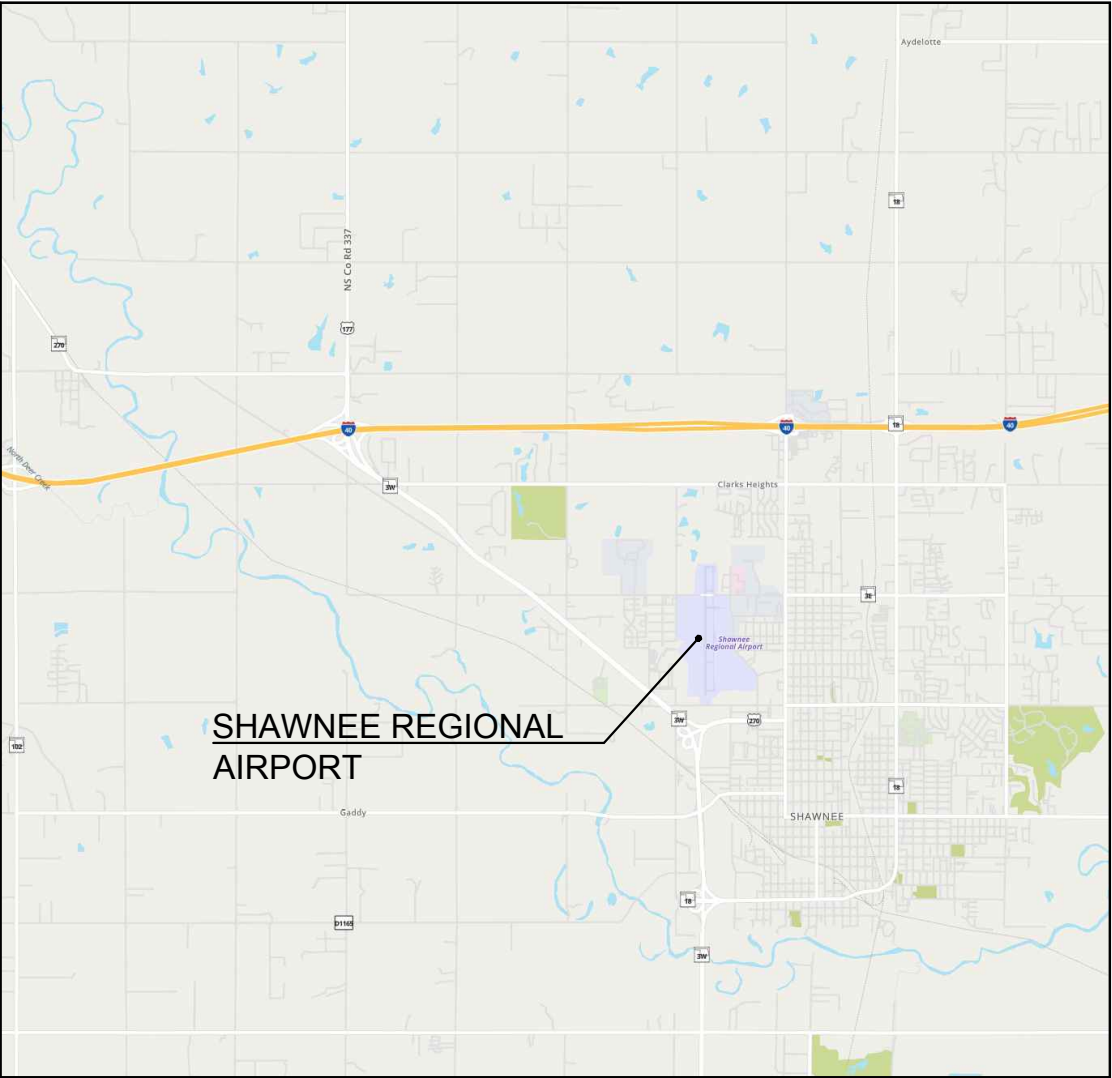
FOR

TEMPORARY TERMINAL BUILDING

LOCATION MAP



VICINITY MAP



NO SCALE

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	SUMMARY OF QUANTITIES AND PAY ITEM NOTES
3	CONSTRUCTION SAFETY & PHASING PLAN
4	CONSTRUCTION SAFETY & PHASING PLAN NOTES
5	CONSTRUCTION SAFETY & PHASING PLAN NOTES
6	DEMOLITION PLAN
7	SITE PLAN

RUNWAY DATA

ITEM	RUNWAY 17 - 35	
	EXISTING	ULTIMATE
AIRPORT CATEGORY / DESIGN GROUP	C-II	C-II
RUNWAY WIDTH AND LENGTH	100' x 5,592.8'	100' x 5,999.5'
SAFETY AREA WIDTH x LENGTH BEYOND THRESHOLD	500' x 1,000'	500' x 1,000'
OBJECT FREE AREA WIDTH x LENGTH BEYOND THRESHOLD	800' x 1,000'	800' x 1,000'
OBSTACLE FREE ZONE WIDTH x LENGTH BEYOND THRESHOLD	400' x 200'	400' x 200'
RUNWAY PROTECTION ZONE (W1 x L x W2)	17 1,000' x 2,500' x 1,750' 35 1,000' x 1,700' x 1,510'	17 1,000' x 2,500' x 1,750' 35 1,000' x 1,700' x 1,510'
APPROACH VISIBILITY MINIMUMS	17 LESS THAN 3/4 MILE 35 NOT LESS THAN 3/4 MILE	17 LESS THAN 3/4 MILE 35 NOT LESS THAN 3/4 MILE
PART 77 CATEGORY	17 PIR 35 D	17 PIR 35 D
PART 77 SURFACE SLOPE	17 50:1 35 34:1	17 50:1 35 34:1
AERONAUTICAL SURVEY TYPE REQUIRED	VGAS	VGAS
EFFECTIVE GRADIENT (%)	0.215	0.203
WIND COVERAGE (%) 10.5 / 13 KT / 16KT	96.69 / 98.51 / 99.55	96.69 / 98.51 / 99.55
PAVEMENT TYPE	ASPHALT	ASPHALT
PAVEMENT STRENGTH - (1,000#)	24S	30S
ELECTRONIC AIDS	17 PAPI, REILS, MALSR 35 PAPI, REILS	17 PAPI, REILS, MALSR 35 PAPI, REILS
VISUAL AIDS	17 LOC., G.S., GPS 35 GPS	17 LOC., G.S., GPS 35 GPS
RUNWAY MARKING	PRECISION	PRECISION
RUNWAY LIGHTING	MIRL	MIRL
RUNWAY TRUE BEARING	N 0.051° W	N 0.055° W
RUNWAY END ELEVATIONS	17 1069.37 35 1066.09	17 1069.37 35 1068.11
TOUCHDOWN ZONE ELEVATIONS	17 1073.87 35 1067.63	17 1073.87 35 1068.11
MAXIMUM RUNWAY ELEVATION ABOVE MSL	1073.87	1073.87

*NOTE: Data in tables duplicated from Airport ALD dated November 2020

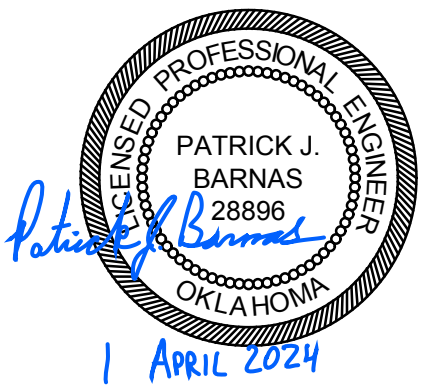
AIRPORT DATA

ITEM	EXISTING	ULTIMATE
AIRPORT ELEVATION (FEET, AMSL)	1073.87	1073.87
AIRPORT PROPERTY (ACRES)	580.3±	586.3±
AIRPORT REFERENCE POINT (ARP)	LAT. 35° 21' 28.32" LONG. 96° 56' 34.21"	LAT. 35° 21' 26.31" LONG. 96° 56' 34.20"
AIRPORT REFERENCE CODE	C-II	C-II
TAXIWAY WIDTH	35', 40', 50'	35'
TAXIWAY LIGHTING	MITL	MITL
TAXIWAY MARKING	HOLDLINE / CENTERLINE	HOLDLINE / CENTERLINE
NORMAL MAX. TEMP. HOTTEST MONTH (F°)	95°	95°F
AIRPORT ELECTRONIC AIDS	VOR, NDB, DME, GPS, BEACON	VOR, NDB, DME, GPS, BEACON
CRITICAL DESIGN AIRCRAFT	GRUMMAN GULFSTREAM III	GRUMMAN GULFSTREAM III

RUNWAY END COORDINATES NAD 83 DATUM

RUNWAY	EXISTING	ULTIMATE
RUNWAY 17	LAT. 35° 21' 55.97" LONG. 96° 56' 34.24"	LAT. 35° 21' 55.97" LONG. 96° 56' 34.24"
RUNWAY 35	LAT. 35° 21' 00.66" LONG. 96° 56' 34.18"	LAT. 35° 20' 56.64" LONG. 96° 56' 34.17"

APRIL 2024



H.W. LOCHNER, INC

Certificate of Authorization
License No. 6131
Expires: 6-30-2025

Lochner

6301 Waterford Blvd.
Suite 310
Oklahoma City, OK 73118
P 405.748.6651
www.hwlochner.com

CITY OF SHAWNEE, OKLAHOMA

SHAWNEE REGIONAL AIRPORT

SHAWNEE, OKLAHOMA

PROJECT NO. 15710 - TO08

DRAWN BY CJZ DATE 01-08-2024

CHECKED BY PJB DATE 03-29-2024

DESIGNED BY RAG DATE 01-08-2024

REVISIONS DATE

TITLE SHEET

1

Plot Style: ae.ctb
Last Saved By: rpoach 2024/03/29
Drawing Name: I:\OKC\PRJ\0000157\10-08 - Temp Trailer Siting, Bidding, Utilities\01 - Project\A\03 - ACAD\PRODUCTION DRAWINGS\15710-TO08 - TITLE SHEET.dwg Mar 29 2024 - 3:47pm

GENERAL NOTES:

1.

The existing features shown on these plans are those noted in the field and those taken from record drawings. This does not guarantee that all features are shown on the Plans. There will be no additional payment to the Contractor due to variations in size, quantity, or location of existing features.
2.

Extreme caution shall be used when working near existing light fixtures, underground electrical ducts, underground electrical cable, and any other airport fixtures. Should damage occur to any of these items, they will be replaced immediately at the Contractor's expense to the satisfaction of the Engineer.
3.

The Contractor shall be responsible for locating any underground utilities prior to beginning construction. Contact Oklahoma One Call at 1-800-522-OKIE a minimum of 48 hours prior to any construction activities to allow One Call sufficient time to locate and mark any existing utilities which might be affected by this project. Contractor shall provide the One Call report/case information to the Engineer and Airport Personnel prior to beginning excavation. Should damage occur to any of these items, they will be replaced immediately at the Contractor's expense to the satisfaction of the Engineer. Airport utilities not located by One Call shall be located by the Contractor at no cost to the owner.
4.

Only rubber-tired vehicles under 60,000 lbs GVWR will be allowed on airport pavement surfaces without prior Engineer approval.
5.

The Contractor shall be responsible for the restoration and seeding of the Contractor's staging area, access, and haul roads if damage has occurred due to construction activities. No direct payment will be made for these items. Seeding shall be done as required, returning the area to original or better condition. All of the Contractor's equipment and materials shall be removed from the Air Operations Area (AOA) prior to reopening the airfield pavement. The airport maintenance personnel shall be responsible for mowing the airfield.
6.

Waste materials resulting from this Project shall be disposed of off Airport Property unless shown otherwise on these plans. Excess unclassified excavation shall become the property of the Contractor and be disposed of off airport property.
7.

The Construction Safety and Phasing Plan (CSPP) drawings depict haul routes for access from surrounding public roadways and haul route through the airport perimeter fence. Contractor access and hauling operations are strictly limited to the haul routes shown. Any time an existing airfield pavement is traversed or crossed, the Contractor shall provide protection to the pavement edges. The Contractor will required to sweep and maintain the pavement as directed by the Resident Project Representative (RPR).
8.

The Contractor will be required to repair any damage to public and airport roads and airfield pavements caused by the Contractor's trucks and equipment during the construction of the project. Repairs shall be adequate to return the pavements to a condition equal to or better than the condition prior to damage. All repair work shall be at the Contractor's expense. The airport entrance road and haul routes shall be videoed and photographed by the Contractor in the presence of the RPR prior to construction in order to document their existing condition.
9.

The Contractor shall monitor Common Traffic Advisory Frequency (CTAF) 122.700 at all times during construction and shall respond to any instructions for Airport personnel and/or the RPR immediately. The Contractor shall provide their own radios capable of transmitting and receiving. The Contractor may utilize two-way construction radios on the project provided they do not interfere with existing Airport and FAA communication equipment and frequencies.
10.

NO changes to the approved Safety and Phasing Plan will be allowed without prior approval and concurrence from the RPR, Airport, and FAA.
11.

The Contractor shall provide the Airport and RPR with the contact information of the Supervisor on site.
12.

The Contractor has the option of installing temporary drainage structures for construction of temporary access drives during construction. Once construction is complete, the drives and drainage structures shall be removed and the area restored to its original condition. This work shall be considered subsidiary to other bid items in the contract.
13.

Contractor shall be responsible for obtaining water, as required for completion of the project, and shall coordinate with the local water provider for pricing, obtaining a water meter, and determining a location for water access. The cost of this work shall be the considered subsidiary to other items bid.
14.

Contractor shall provide sanitary portable toilet(s) for use on the jobsite, which shall be secured to prevent movement.

DEMOBILIZATION NOTES:

1.

Conditions of the project area upon completion of the job shall be as good as or better than the conditions prior to starting work, in addition to the work items listed.
2.

The project area shall be free of any contractor stockpile materials upon completion of the job unless otherwise directed by the RPR.
3.

Upon completion of the project, all the haul routes shall be properly cleaned to prevent obstruction and/or cause inconvenience to normal regular traffic. All temporary haul routes shall be removed and brought back to original condition or better.
4.

Contractor's jobsite office trailer, job trailer, all of the construction equipment, and any facilities temporarily placed onsite for the project shall be removed from the site.
5.

Any properties belonging to the airport shall be returned to the airport owner.
6.

Proper drainage (no localized ponding) shall be maintained, prior to, during and after mobilization.
7.

Demobilization shall be done to the satisfaction of the RPR.
8.

Demobilization shall be done in a manner that will not cause any inconvenience to airport operations.
9.

Any damage to the airport properties during demobilization shall be repaired and paid for at the contractor's own expense.
10.

Safety regulations shall be observed at all times during demobilization.
11.

The cost for demobilization shall be considered subsidiary to the Mobilization Bid Item.
12.

The contractor shall video the entire work area after the construction activities have been completed. The contractor shall provide one (1) copy of this video to the airport manager and the RPR.
13.

The contractor shall remove any silt fence and all storm water pollution protection devices once a stand of grass has been established.
14.

All disturbed areas shall be seeded or sodded. Final payment shall not be made until a stand of grass has been established on all disturbed areas including any areas where disposed soil is placed for stockpiling.

SUMMARY OF QUANTITIES					
ITEM NO.	SPEC	ITEM DESCRIPTION	UNIT	QUANTITY	
				ESTIMATED	AS-CONST.
BASE BID					
SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING					
1	TEMP	Temporary Marking, Lighting & Barricades	L.S.	1	
2	C-105	Mobilization (NTE 10% of Total Bid Amount)	L.S.	1	
3	ODOT	Site Demolition	L.S.	1	
4	ODOT	Gravel Pad	S.Y.	163	
5	--	Installation & Connections of Electrical Utility for Building	L.S.	1	
6	--	Installation & Connections of Water Utility	L.S.	1	
7	--	Installation & Connections of Sewer Utility	L.S.	1	
8	--	Installation & Connections of Electrical Utility for Sewer	L.S.	1	

PAY ITEM NOTES:

1.

General

a.

The Contractor shall provide copies of all subcontracts to the Resident Project Representative (RPR) 14 days prior to the pre-construction conference. At 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.

b.

See Section 80-01 of the General Provisions of the Specifications.
2.

Testing

a.

Contractor shall employ an accredited testing laboratory to complete all required Quality Control and Quality Acceptance testing.

b.

Test results shall be provided to the RPR for material acceptance.
3.

Water

a.

Contractor shall be responsible for obtaining water for the project and shall coordinate with the City of Shawnee to determine acceptable locations for water access near the jobsite.

b.

Contractor shall coordinate with the City to obtain a meter for water access and for determination of the pricing for water. Cost of water shall be incidental to other items bid.

c.

Contractor shall install an overhead standpipe at the water access location to enable filling of equipment without a direct connection to the hydrant.

d.

Contractor shall be responsible for any damage incurred to existing water source(s) due to improper use and/or protection, and the Contractor shall immediately make any repairs necessary if damage is incurred.
4.

Temporary Erosion Control

a.

Contractor shall install temporary erosion control devices as required to comply with environmental regulations and for prevention of soil and stormwater erosion.

b.

This work shall be subsidiary to other items bid.
5.

Mobilization

a.

Prior to beginning any work, the Contractor shall complete a Safety Plan Compliance Document, it shall be approved by the Airport Manager and the RPR, and the Contractor shall complete closures and place low profile barricades as required in the Construction Safety and Phasing Plan.

b.

Contractor is required to document the condition of the haul route and public and airport pavements in the vicinity of the construction limits prior to mobilizing to the jobsite. Video and photo documentation shall be provided to the RPR and Airport prior to beginning work.

c.

Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the RPR at the Contractor's expense.
6.

Temporary Marking, Lighting & Barricades

a.

Contractor shall sufficiently weight barricades and closure markings to prevent movement. Contractor shall adjust and provide additional support for these items to prevent movement as required and as directed by the Airport or RPR.

b.

Work required for the construction and deconstruction of temporary access roads for haul of materials shall be covered under pay item, "Temporary Marking, Lighting & Barricades".

c.

Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the RPR and be subsidiary to Temporary Marking, Lighting & Barricades pay item.
7.

Site Demolition

a.

Demolition shall include but not be limited to all construction activities, equipment, and labor required to remove items as detailed in the Demolition Plan. Demolition and disposal of all materials and miscellaneous items shall be in accordance with Federal, State, and Local regulations, and per ODOT 619.
8.

Permitting

a.

Contractor shall be responsible for applying for and coordinating of all applicable Federal, State, and Local permits and pay any required permitting fees.

9.

Sequence of work

a.

Contractor shall be required to complete site demolition, installation of gravel pad, rough-in of electrical, water, and sewer utilities to gravel pad. Utilities shall be temporarily capped below pad surface and marked. Calendar days will be paused and the contractor shall demolibize from the site until placement of the Temporary Terminal Building has been completed by others. Once notified, the contractor shall re-mobilize within ten business days, to complete the final utility connections to the Temporary Terminal Building.
10.

Gravel Pad

a.

Installation of the gravel pad shall include, but not be limited to, all materials, construction activities, equipment, and labor required to provide a product as detailed in the plans.

b.

Contractor shall ensure gravel pad has a minimum bearing capacity of 2,000 psf. Contractor shall perform all testing needed in order to ensure minimum bearing capacity is met. This work shall be considers subsidiary to bid item.
11.

Electrical Utility for Building

a.

Installation and connection of utility to Temporary Terminal Building and meter to be per all applicable Federal, State, and Local codes, laws, and standards. Item shall include all costs associated with construction activities, coordination with utility company, materials, equipment, incidentals and labor required to provide a fully functional service upon completion.

b.

The basis of measurement and payment will be based on the contract lump sum price for "Installation & Connections of Electrical Utility for Building". Partial payments will be made based on the estimated percent completion of the item of work.
12.

Water Utility for Building

a.

Installation and connection of utility to Temporary Terminal Building and existing water line to be per all applicable Federal, State, and Local codes, laws, and standards. Item shall include all costs associated with construction activities, coordination with utility company, materials, equipment, incidentals, and labor required to provide a fully functional service upon completion.

b.

The exact location of the existing water service line is not known. Contractor shall make provisions to locate the line and make service connection as required to provide water service to the Temporary Terminal Building.

c.

The basis of measurement and payment will be based on the contract lump sum price for "Installation & Connections of Water Utility". Partial payments will be made based on the estimated percent completion of the item of work.
13.

Sewer Utility for Building

a.

Installation and connection of utility to Temporary Terminal Building and existing lift station to be per all applicable Federal, State, and Local codes, laws, and standards. Item shall include all costs associated with construction activities, modifications to lift station, materials, equipment, incidentals, and labor required to provide a fully functional service upon completion.

b.

The basis of measurement and payment will be based on the contract lump sum price for "Installation & Connections of Sewer Utility". Partial payments will be made based on the estimated percent completion of the item of work.
14.

Electrical Utility for Sewer

a.

Installation and connection of power to existing lift station panel to be per all applicable Federal, State, and Local codes, laws, and standards. Item shall include all costs associated with construction activities, relocation of existing lift station controls and panel to new unistrut structure, materials, equipment, panel updates, breakers, building penetrations, incidentals and labor required to provide a fully functional service upon completion.

b.

The basis of measurement and payment will be based on the contract lump sum price for "Installation & Connections of Electrical Utility for Sewer". Partial payments will be made based on the estimated percent completion of the item of work.
15.

Survey

a.

No survey has been completed as part of the design.

b.

Referenced coordinates within the plans are approximate. Contractor shall verify points with the RPR prior to construction.

c.

The plans were developed from aerial imagery, record drawings, and city GIS data. All utilities shown are approximate. Contractor shall be responsible for locating and protecting all utilities.
16.

Seeding

a.

All disturbed ground shall be seeded, including the haul route, as well as any other disturbed ground.

b.

Contractor shall be required to water all seeded areas as required to establish grass growth and a stand of grass and until all environmental permit requirements are met. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area.

c.

This work shall be considered subsidiary to other items bid.



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CITY OF SHAWNEE, OKLAHOMA

SHAWNEE REGIONAL AIRPORT

SHAWNEE, OKLAHOMA

PROJECT NO.	15710 - TO08
DRAWN BY	CZT
DATE	01-08-2024
CHECKED BY	PJB
DATE	03-29-2024
DESIGNED BY	RAG
DATE	01-08-2024
REVISIONS	

SUMMARY OF QUANTITIES
AND PAY ITEM NOTES

Drawing Name: I:\OKC\PRJ\00001571008 - Temp Trailer Siting, Bidding, Utilities01 - Project\AE\03 - ACAD\PRODUCTION DRAWINGS\15710-TO08 - CSPP.dwg Mar 29, 2024 3:47pm
Last Saved By: rgooch 2024/03/29
Plot Style: ae.ctb

GENERAL PHASING NOTES:

- Construction personnel and equipment will not be allowed within areas open to aircraft operations or the Airport Operations Area (AOA) until the area has been closed to aircraft and NOTAMs have been issued. Contractor must confirm a NOTAM is in place prior to entering AOA.
- The Contractor shall supply portable hand-held radios to each supervisor. The Contractor shall monitor CTAF/UNICOM Frequency 122.700 at all times during construction and shall respond to any instructions from the Engineer, Airport Personnel and/or Emergency Personnel immediately.
- Contractor shall route all vehicles off the edges of existing pavement during dry conditions to limit wear of existing pavements.
- Temporary Erosion Control Devices shall be installed in the area of construction prior to soil disturbing activities in that phase. Temporary Erosion Control Devices shall be removed as directed by the Engineer.
- Any rutting or damage to pavements to remain caused by Contractor's vehicle operations shall be corrected by the end of the project by the Contractor at their own expense.
- Contractor shall install survey lath, at a minimum, at each corner of the construction limits. If Contractor's employees, subcontractors, or suppliers are noted to cross into active pavement, additional lath will be required to be installed.

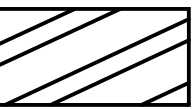
CONSTRUCTION PHASE 1:

- The Contractor shall implement a Safety Plan Compliance Document (SPCD).
- Runway 17-35, Connecting Taxiways, Parallel Taxiway and Taxilanes will remain OPEN for the duration of the phase.
- Contractor vehicles shall NOT be parked on apron.
- Terminal Apron will be PARTIALLY CLOSED for the duration of the phase.
- Install Low Profile Barricades as shown.
- The following construction work shall be completed within the designated work limits.
 - Construct Aggregate Base for Temporary Terminal.
 - Install Temporary Utilities to Temporary Terminal.
- At the completion of the items above, coordinate with the Airport Manager, Engineer, and Construction Observer to open the work area as described in the steps below.
 - Remove Low Profile Barricades.
 - Clean all paved surfaces and remove FOD.
 - Remove all equipment, materials, and personnel from the work area.

PHASE 1 - CONSTRUCTION LIMITS					
Point	Latitude	Longitude	Site Elevation (ft.)	Object Height (ft.)	Overall Elevation (ft.)
1	N35° 21' 23.08"	W96° 56' 26.47"	1,064	20	1,084
2	N35° 21' 24.99"	W96° 56' 20.71"	1,066	20	1,086
3	N35° 21' 20.54"	W96° 56' 24.34"	1,064	20	1,084
4	N35° 21' 20.55"	W96° 56' 25.29"	1,064	20	1,084
5	N35° 21' 21.60"	W96° 56' 25.29"	1,064	20	1,084
6	N35° 21' 22.35"	W96° 56' 26.21"	1,065	20	1,085

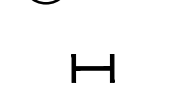
Note: Site Elevations are from Google Earth

LEGEND

- 

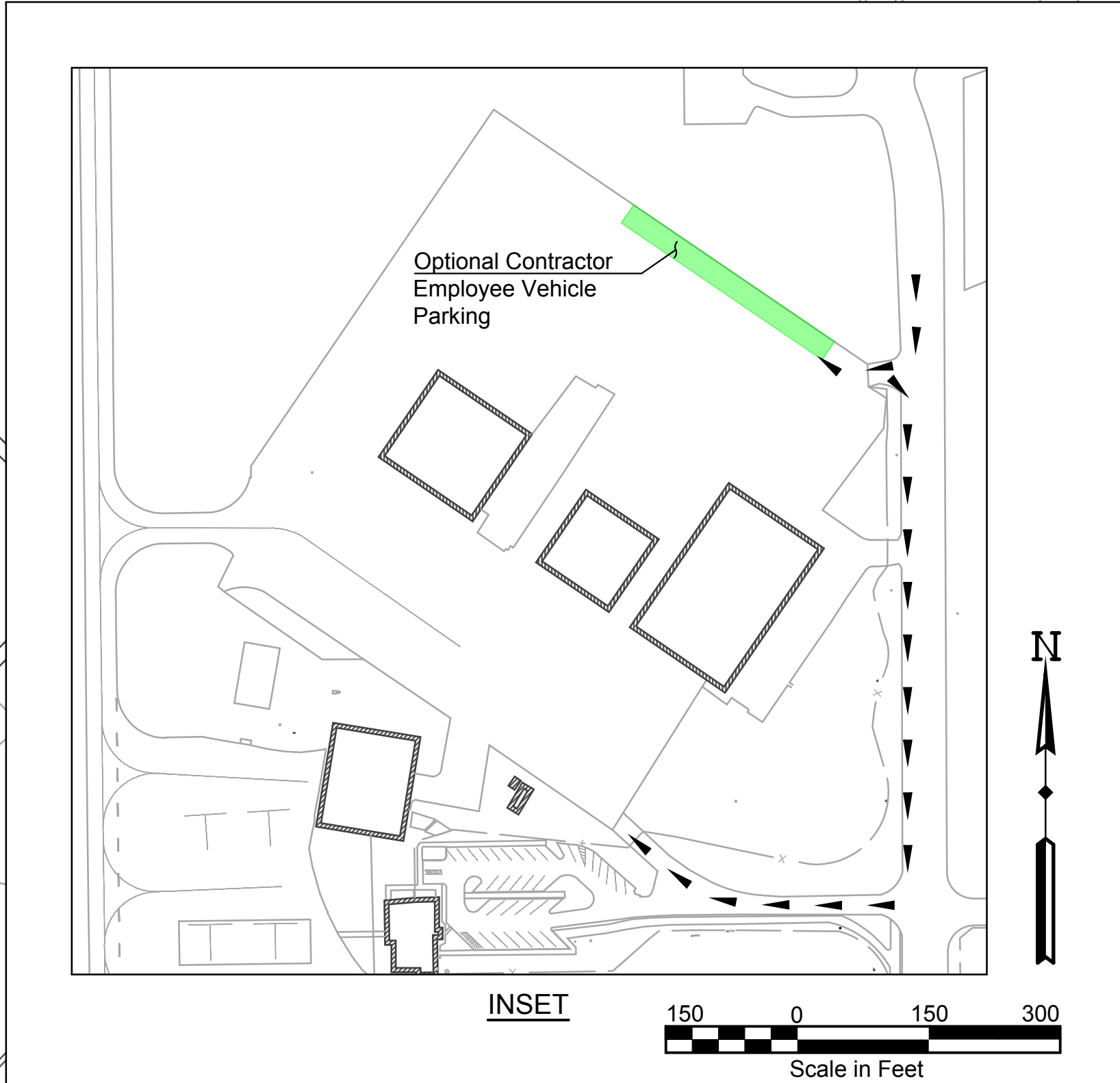
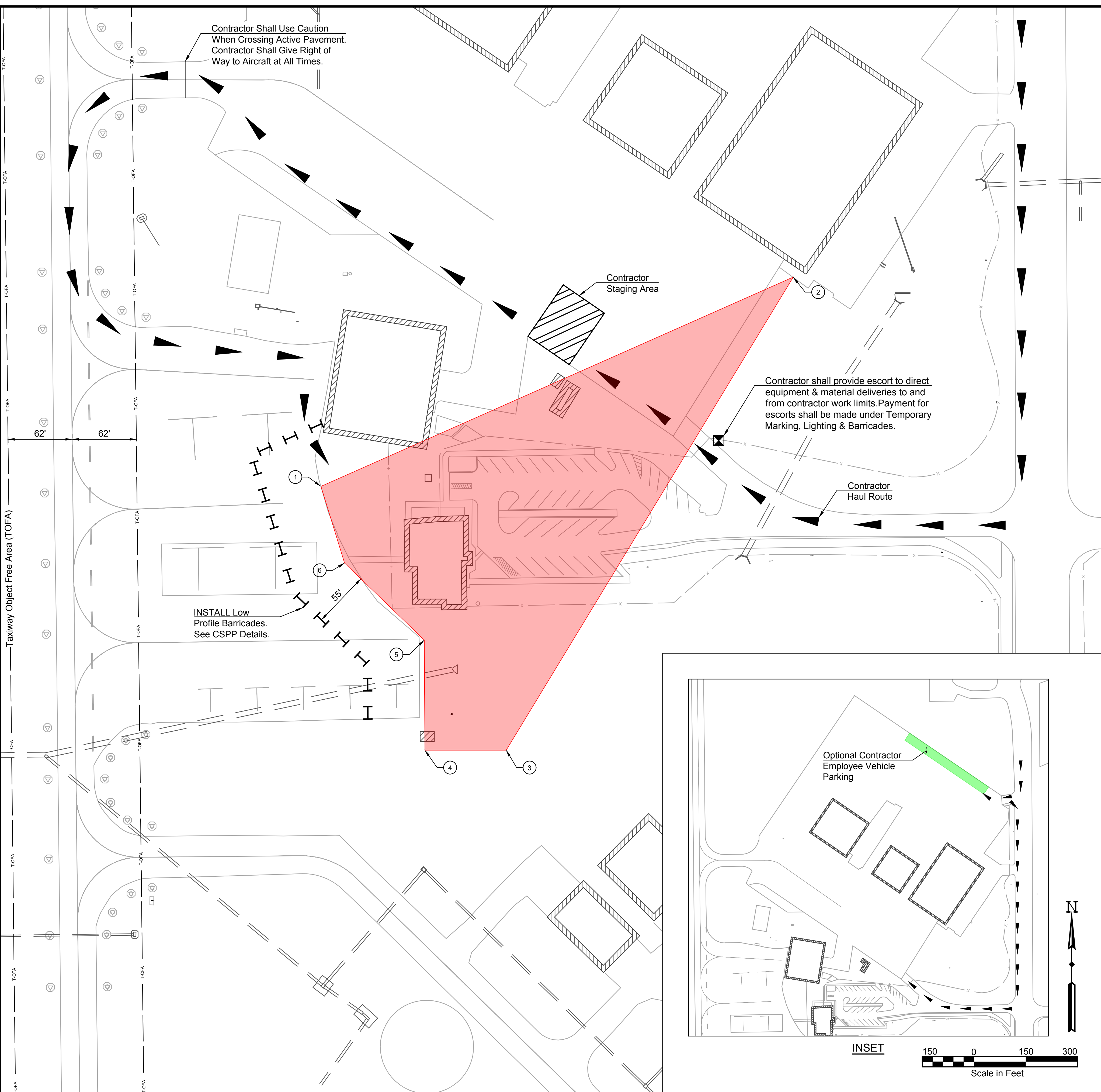
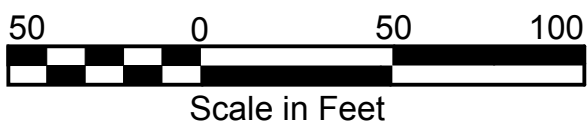
Contractor Staging Area
- 

Construction Limits
- 

Contractor Haul Route
- 

Construction Limit Coordinates
- 

Low Profile Barricade
(Symbol Does Not Denote the Number of Barricade Required)



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CONSTRUCTION SAFETY &
PHASING PLAN

Plot Style: asctb

Last Saved By: rpoach 2024/03/29

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CONSTRUCTION SAFETY AND PHASING PLAN NOTES:

1. INTRODUCTION

FAA Advisory Circular 150/5370-2G has established criteria for the development and implementation of a Construction Safety and Phasing Plan (CSPP) at the Shawnee Regional Airport (SNL). This CSPP was prepared by Lochner in coordination with the Airport Manager. This CSPP was submitted to the FAA for review and any comments are included in this document. The CSPP will be included in the contract documents and will be reviewed with potential contractors at the pre-bid conference. The Contractor is required to prepare a Safety Plan Compliance Document (SPCD) that details how the Contractor will comply with the CSPP. The SPCD shall be submitted to the Airport Manager and the Engineer to review and approve prior to issuance of a Notice-To-Proceed.

The section numbers listed in parentheses are in reference to the associated sections in FAA Advisory Circular 150/5370-2G.

2. PROJECT DESCRIPTION

The work to be completed consists of the following:

Base Bid: Site Preparation for Temporary Terminal Building.

The total construction time for this project is 30 calendar days.

3. COORDINATION (Section 2.5, AC 150/5370-2G)

The Airport Manager shall introduce the subject of airport operational safety during construction at the prebid and preconstruction conferences. The Airport Manager will notify tenants and local users of the planned construction activities including phasing and safety at the airport.

A. Contractor Progress Meetings.

Weekly progress and safety meetings shall be held with the Airport Manager, RPR and the Contractor every Monday. The CSPP and SPCD shall be standing agenda items. Airport tenants and users shall be invited to attend these meetings. Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the FAA, RPR, and airport operator.

B. Scope or Schedule Changes.

If changes to the scope of work or construction schedule are proposed, portions of this document shall be revised and submitted for approval by the FAA, Airport Manager, and the Engineer. Changes in the scope or duration at any of the project stages may require revisions to the CSPP and shall require review and approval by the FAA, Engineer, and Airport Operator.

C. FAA ATO Coordination.

No FAA owned NAVAID equipment will be affected for the duration of this project.

4. PHASING (Section 2.6)

The construction sequence for this project will be carried out in a one phase process. Phase 1 will consist of work items partially affecting the terminal apron area.

A. Phase Elements

I. Areas closed to aircraft operations.

Refer to Table 1 and CSPP drawing.

II. Duration of closures.

Refer to CSPP drawing.

III. Taxi routes.

Refer to Table 1 in Section 5 and CSPP drawing.

IV. ARFF access routes.

The Contractor shall not impede the local Police or Fire Departments access to the Airport during construction. Refer to Table 1 in Section 5 and CSPP drawing.

V. Construction staging areas.

Refer to CSPP drawing.

VI. Impacts to NAVAIDs.

Refer to Table 3 in Section 6 for specific NAVAID impacts.

VII. Lighting and marking changes.

No changes will be made the the airfield lighting

VIII. Available runway length.

No changes will be made to the length of Runway 17-35

IX. Required hazard marking and lighting.

The Contractor shall install low profile barricades acting as temporary airport visual aids to depict airfield pavements that are closed. Refer to CSPP drawing. The contractor shall follow the AOA Access procedures described in Section 7.C.

X. Lead times for required notifications.

Two (2) weeks prior to the start of construction. One (1) week prior to the start of a new phase of construction.

B. Construction Safety Drawings.

Detailed CSPP drawing is included.

5. AREA AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY (Section 2.7)

A. Operational Effect Table.

Contained within Table 1 are the anticipated operational impacts to the Shawnee Regional Airport during the course of the project. Impacts will vary based on normal operations of an area, construction phase, and duration of work. Contractor is required to coordinate with Airport Manager and the Engineer and/or the on-site representative as detailed in Section 3 and 7 of this document prior to impacting operations on the airport.

Table 1: Airport Operations Affected by Construction		
Operational Requirement	Normal	Phase 1
Runway 17-35	5,997 Length, ADG C-II	Open
Parallel Taxiway	TDG II	Open
Connecting Taxiways	TDG II	Open
Taxilane	TDG II	Open
Terminal Apron	ADG II	Partially Closed

B. Runway Safety Areas.

Contractor shall not enter into the Runway Safety Area (RSA) when the runway is open to aircraft operations. RSA dimensions are shown in Table 2 below and are depicted on the CSPP drawing.

Table 2: Runway Safety Area of Active Runways			
Runway	Aircraft Approach Category	Airplane Design Group	RSA Distance from RW Centerline
Runway 17-35	C	II	250'

C. Runway Approach Protection Area.

No construction activities are anticipated inside the approach/departure surface of Runway 17-35 while it is open to aircraft operations.

D. Identification of Affected Areas.

Refer to CSPP drawing.

E. Mitigation of Effects.

Refer to CSPP drawing and Table 1 Airport Operations Affected By Construction. Project phasing has been established so that aircraft may utilize the runway and have partial access to the apron during applicable phases.

6. NAVIGATIONAL AID (NAVAID) PROTECTION. (Section 2.8)

A. Effects of Construction to NAVAIDs.

Table 3: NAVAID Facility Impacts list the NAVAIDs at the Shawnee Regional Airport. All NAVAIDs will remain operational when Runway 17-35 is open. Planned construction activities will have no negative impacts on the functionality and serviceability of existing NAVAIDs.

Caution shall be used when working near existing NAVAIDs, light fixtures, underground electrical ducts, underground electrical cable, and any other existing airport fixtures. Should damage occur to any of these items, they will be replaced at the Contractor's expense to the satisfaction of the Engineer.

Table 3: NAVAID Facility Impacts		
Facility Type	Phase Impacted	Impact
Runway 17 MALSR	Phase 1	Facility will remain in service
Runway 17 Glideslope	Phase 1	Facility will remain in service
Runway 17 Localizer	Phase 1	Facility will remain in service
Runway 17 ILS/DME	Phase 1	Facility will remain in service
Runway 17 PAPI	Phase 1	Facility will remain in service
Runway 35 PAPI	Phase 1	Facility will remain in service

B. Coordination of NAVAID Impacts.

Not required for this project. No FAA owned NAVAIDs will be impacted.

7. CONTRACTOR ACCESS (Section 2.9)

A. Location of Stockpiled Construction Materials.

The Contractor is limited to the placement of stockpiled materials at the location shown within the CSPP drawings. Additionally, Contractor may place material stockpiles (topsoil, aggregate, etc.) at any location within the project work limits that is outside of the Object Free Area (OFA) as shown in the CSPP drawing. The Contractor will be required to submit a SF-7460-1 form to the FAA for any stockpiles or equipment that exceed 20 feet above the ground. Typical processing time for the SF-7460-1 form is 45-60 days.

I. Height Restrictions.

Stockpiles shall have height limits of 20 feet (Refer to the CSPP drawing and Section 11.E).

II. Wildlife Attractant.

Contractor shall manage stockpiles and maintain positive drainage so they do not become wildlife attractants (Refer to Section 8.B).

III. Foreign Object Debris (FOD).

Contractor shall manage stockpiles so they do not create FOD (Refer to Section 9).

IV. Marking and Lighting of Stockpiles.

Contractor will not be required to mark or light material stockpiles if under 20 feet.

B. Vehicle and Pedestrian Operations.

Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Airport Operations Area. The contractor's employees and equipment must remain within the construction limits at all times. At no time shall the contractor cross into the RSA of an active runway.

C. Access to Airport Operations Area (AOA).

The airport operations area is defined as the property within the perimeter fence of the airport. Contractor access onto the AOA is limited to the entrance shown on the CSPP project sheets.

I. Construction site parking.

Contractor employee personal vehicles may not be parked or driven in the AOA except on Contractor Access Routes and Staging Areas. Employee parking areas are identified on the CSPP drawings as the contractor's staging area. Contractor vehicles and equipment are allowed inside the AOA, but confined to the project work limits. Equipment staging and parking areas are as shown in the CSPP drawing. Additionally, Contractor may park vehicles anywhere within the project work area, however vehicles must be a minimum of 250 feet from the Runway 17-35 centerline when the runway is open. Contractor will not be allowed to park within the OFA of an active Runway, Taxiway, or Taxilane.

II. Construction equipment.

Except for pavers, no crawler-type equipment will be allowed on any airport pavement surface shown to remain. Only rubber-tired vehicles under 60,000 lbs. GVWR will be allowed on airport pavement surfaces without prior Engineer approval.

The Contractor shall be responsible for repairing any areas damaged by construction vehicles and equipment. The contractor shall document the existing conditions of haul routes, staging areas, and pavements to remain by video and photo, prior to mobilizing. Video and photo documentation shall be provided to the Engineer. Repairs shall be adequate to return the damaged area to a condition equal to or better than the condition prior to construction.

III. Access and haul roads.

The CSPP drawing depicts haul routes for both overall site access from surrounding public roadways and haul routes to the individual phased work areas through the airport perimeter fence. Contractor access and hauling operations are strictly limited to the haul routes shown. Any time an existing runway, taxiway or apron pavement is traversed or crossed, the Contractor shall provide protection to the pavement. Escorts shall also be utilized for leading equipment and material delivery vehicles from the construction limits until they exit the AOA.

Prior to the Contractor entering any active pavement (taxiways, taxilanes, apron, etc.), the contractor shall announce over the CTAF the call sign of the escort vehicle (or flagger), the number of vehicles in tow, that they are entering the

active pavement, which active pavement they are entering, where the destination is, and that they will advise when clear of the active pavement. Once the contractor's personnel, equipment, and vehicles exit the active pavement, the escort vehicle (or flagger) shall announce over the CTAF that they are clear of the active pavement. The escort or flagger shall at all times monitor the radio for calls from aircraft, the airport manager, and the Engineer, and all personnel, vehicles, and equipment shall visually ensure that moving aircraft are not in the vicinity or moving along the haul route. If aircraft are in the vicinity or moving along or near the haul route, the contractor shall give the aircraft the right-of-way. Under no circumstances will aircraft traffic be allowed to be affected by the operation of construction equipment, vehicles, or personnel on open sections of the airport pavement. At all times, the contractor shall monitor the appropriate CTAF frequency for aircraft traffic as noted in Section 7.C.IX. of the CSPP

Following completion of construction, the Contractor is required to restore haul routes to original conditions. The Contractor shall be responsible for the restoration and seeding of the Contractor's storage area, access roads and haul roads. No direct payment will be made for these items.

The Contractor will be required to repair any damage to public and airport roads and pavements caused by the Contractor's trucks and equipment during the construction of the project. Repairs shall be adequate to return the roads to a condition equal to or better than the condition prior to damage. All repair work shall be at the Contractor's expense. The public roads shall be videoed in the presence of the Engineer or the on-site representative prior to construction in order to document their existing condition.

IV. Marking and lighting of vehicle.

All construction vehicles on site shall be flagged and/or have a flashing beacon at all times in accordance with AC 150/5210-5. Flashing amber beacon must be used during nighttime operations.

V. Description of proper vehicle operations.

The following rules of operation must be followed at all times when driving on the airport. Read each rule carefully and make sure you understand your responsibilities as a driver on the airport.

a. No person shall operate motorized vehicles or equipment of any kind on the airport unless in possession of a valid operator's license as required by the State for the type of vehicle being operated.

b. No person shall operate a motor vehicle or other motorized equipment of any kind on the airport in a reckless or negligent manner or without caution or in any manner that endangers or is likely to endanger persons or property, or in excess of 20 mph.

c. No person shall fail to give pedestrians and aircraft the right-of-way over vehicular traffic. All ground vehicles shall pass to the rear of taxiing aircraft and maintain a minimum separation distance of 55' from the taxiing aircraft.

d. No person under the influence of alcohol or drugs shall operate a motor vehicle on the airport.

VI. Required escorts.

Vehicle escorts or flagman are required for this project when non-lighted vehicles not equipped with airband radios cross active pavements.

VII. Training requirements for vehicle drivers.

No additional vehicle training will be required of vehicle operators that meet the requirements of CSPP Section 7.C.V and the requirements in AC 150/5370-2.

VIII. Situational awareness.

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) before crossing any area open to airport operations. If aircraft are in the vicinity of or moving along or near the haul route, the contractor shall give the aircraft the right-of-way. Under no circumstances will aircraft traffic be allowed to be affected by the operation of construction equipment, vehicles, or personnel on open sections of the airport pavement.

IX. Two-way radio communication procedures.

The Contractor shall monitor Common Traffic Advisory Frequency (CTAF) 122.700 at all times during construction and shall respond to any instructions from the Engineer and/or Airport Personnel immediately. The Contractor may utilize two way construction radios on the project provided that they do not interfere with existing Airport and FAA communication equipment and frequencies. The Contractor shall utilize CTAF 122.700 to advise air and ground traffic of their intent to cross the active pavement and when all personnel and equipment are clear of the active pavement. Aircraft shall always be given the right-of-way.

X. Maintenance of the secured area of the airport.

Except when moving materials, equipment, or personnel through the airport perimeter fence, the Contractor shall keep the access gates closed. The access gates shall be locked during non-working hours.

8. WILDLIFE MANAGEMENT (Section 2.10)

A. Trash.

All trash and food waste must be collected each day from construction personnel activities and removed off airport property.

B. Standing Water.

All grading operations shall maintain positive drainage so as not to create ponding or other wildlife attractants. The Contractor is responsible for correcting any area where grading operations create ponding water.

C. Tall Grass and Seeds.

The Contractor will be required to establish a uniform stand of grass on all disturbed areas resulting from construction activities. The airport maintenance personnel shall be responsible for mowing the airfield.

D. Poorly Maintained Fencing and Gates.

If any existing fence and/or gate is damaged during construction the Contractor shall repair it immediately at the Contractor's expense to the satisfaction of the Engineer.

E. Disruption of Existing Wildlife Habitat.

No existing wildlife habitat will be impacted by the construction activities associated with this project.

9. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT (Section 2.11)

The Contractor shall keep the project area free from loose or blowable debris at all times. This work shall be considered subsidiary to other items in the contract. All pavements used by the Contractor shall be kept free of debris and thoroughly cleaned by the Contractor.

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DRAWN BY CJZ DATE 01-08-2024

CHECKED BY PJB DATE 03-29-2024

DESIGNED BY RAG DATE 01-08-2024

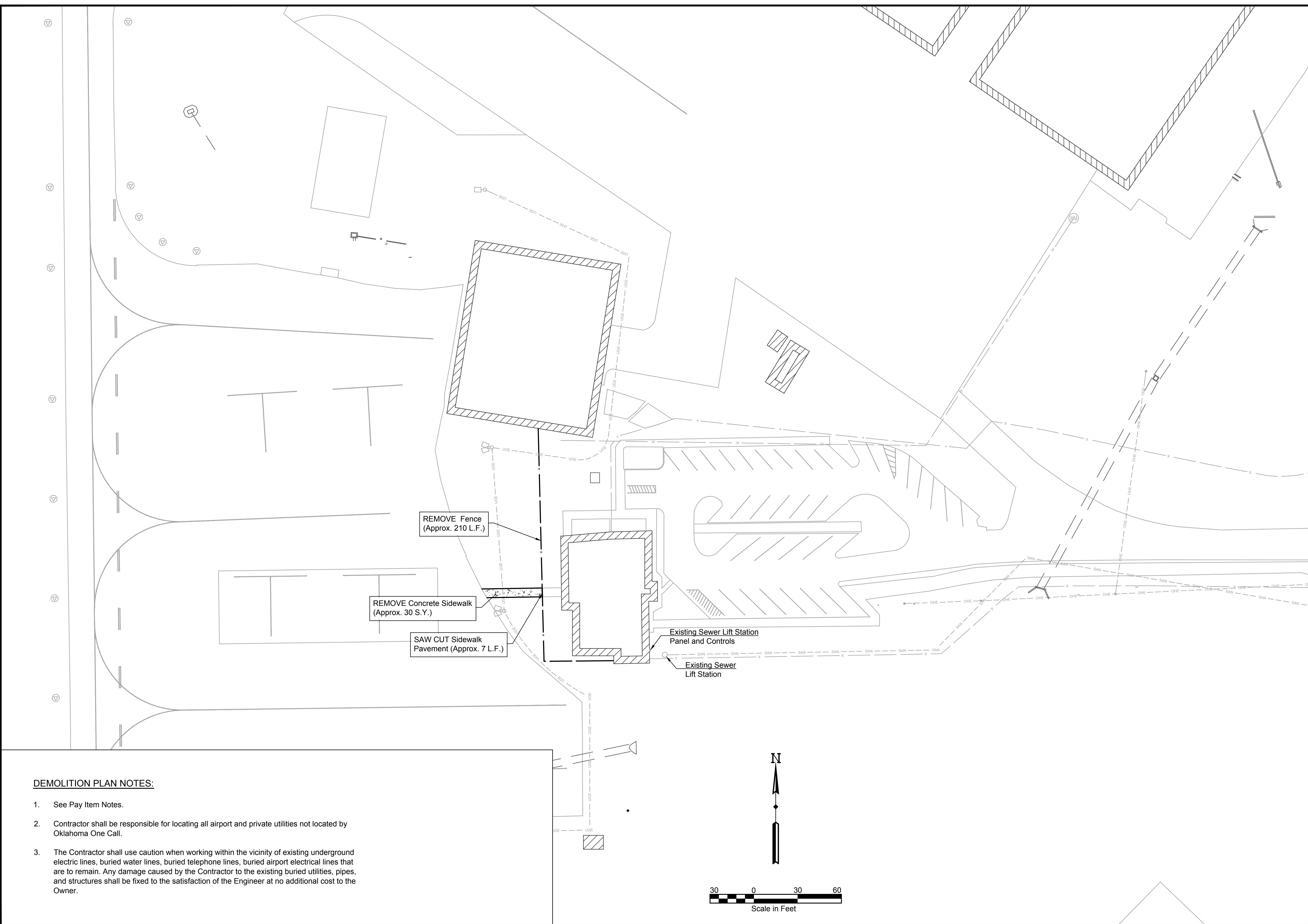
REVISIONS

CONSTRUCTION SAFETY & PHASING PLAN NOTES

4

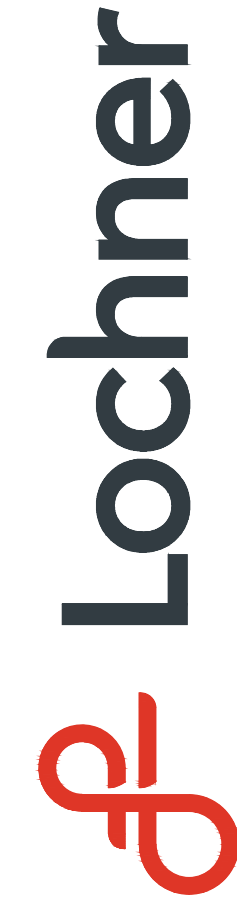
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Last Saved By: clucker 2024/03/28
Plot Style: ae.ctb



DEMOLITION PLAN NOTES:

1. See Pay Item Notes.
2. Contractor shall be responsible for locating all airport and private utilities not located by Oklahoma One Call.
3. The Contractor shall use caution when working within the vicinity of existing underground electric lines, buried water lines, buried telephone lines, buried airport electrical lines that are to remain. Any damage caused by the Contractor to the existing buried utilities, pipes, and structures shall be fixed to the satisfaction of the Engineer at no additional cost to the Owner.



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DEMOLITION PLAN

6

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Plot Style: ae.ctb

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SITE PLAN KEYNOTES:

- 1

INSTALL Gravel Pad. See Typical Section This Sheet.
- 2

INSTALL Appropriately Sized Sanitary Sewer Service Line .
- 3

CONNECT Sanitary Sewer Service Line to Existing Sanitary Sewer Lift Station/Grinder Pump with Necessary Fittings. Contractor to Field Verify the Flowlines.
- 4

CONNECT Sanitary Sewer Service Line to Building Connection Point with Necessary Fittings.
- 5

INSTALL Appropriately Sized Domestic Water Service Line.
- 6

CONNECT Domestic Water Service Line to Building Connection Point with Necessary Fitting.
- 7

CONNECT Domestic Water Service Line to Existing Water Line with Necessary Fittings. Contractor to Verify Connection Location and Adjust Routing of Proposed Domestic Water Service Line if Required. Contractor to Coordinate with City Water Department for Connection.
- 8

INSTALL Appropriately Sized Temporary Terminal Electrical Service Cable and Conduit.
- 9

CONNECT Electrical Service Line to 200A Panel w/ 150A Main.
- 10

INSTALL Meter Base and Coordinate with the Utility Company for the Installation of the Meter.
- 11

CONNECT Electrical Service Line to Electrical Meter. Coordinate Connection to Electrical Service with Utility Company.
- 12

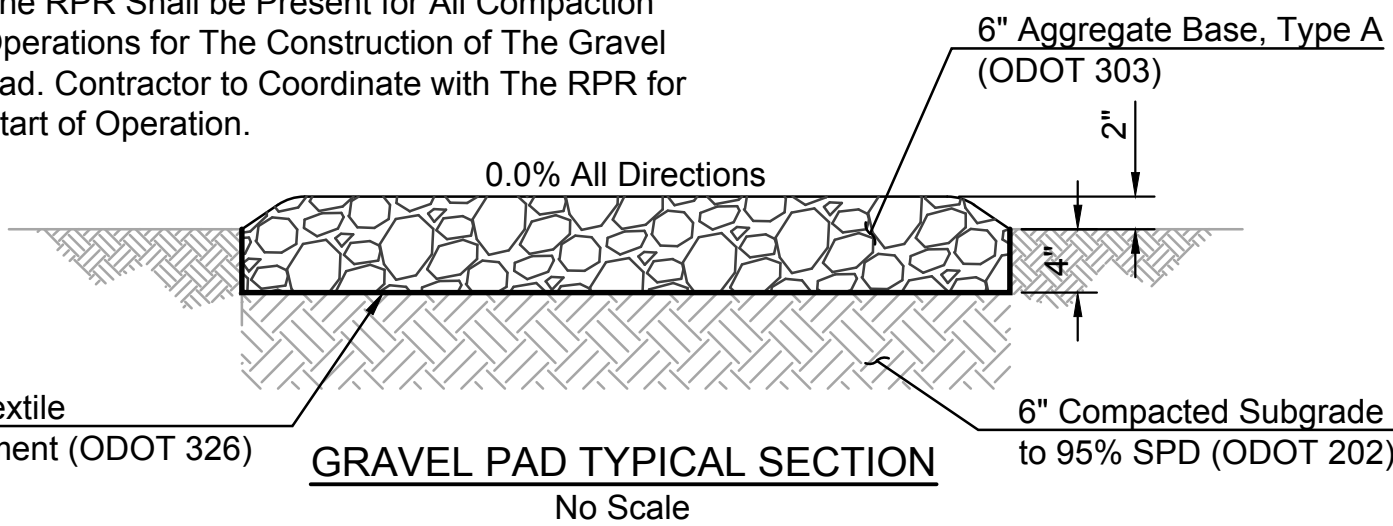
INSTALL Unistrut Structure and RELOCATE Existing Sewer Lift Station Panel and Controls on New Unistrut Structure and Make Appropriate Connections/Modifications.
- 13

INSTALL Appropriately Sized Lift Station Electrical Service Cable and Conduit.
- 14

CONNECT Lift Station Electrical Service to Existing Vault Panel.

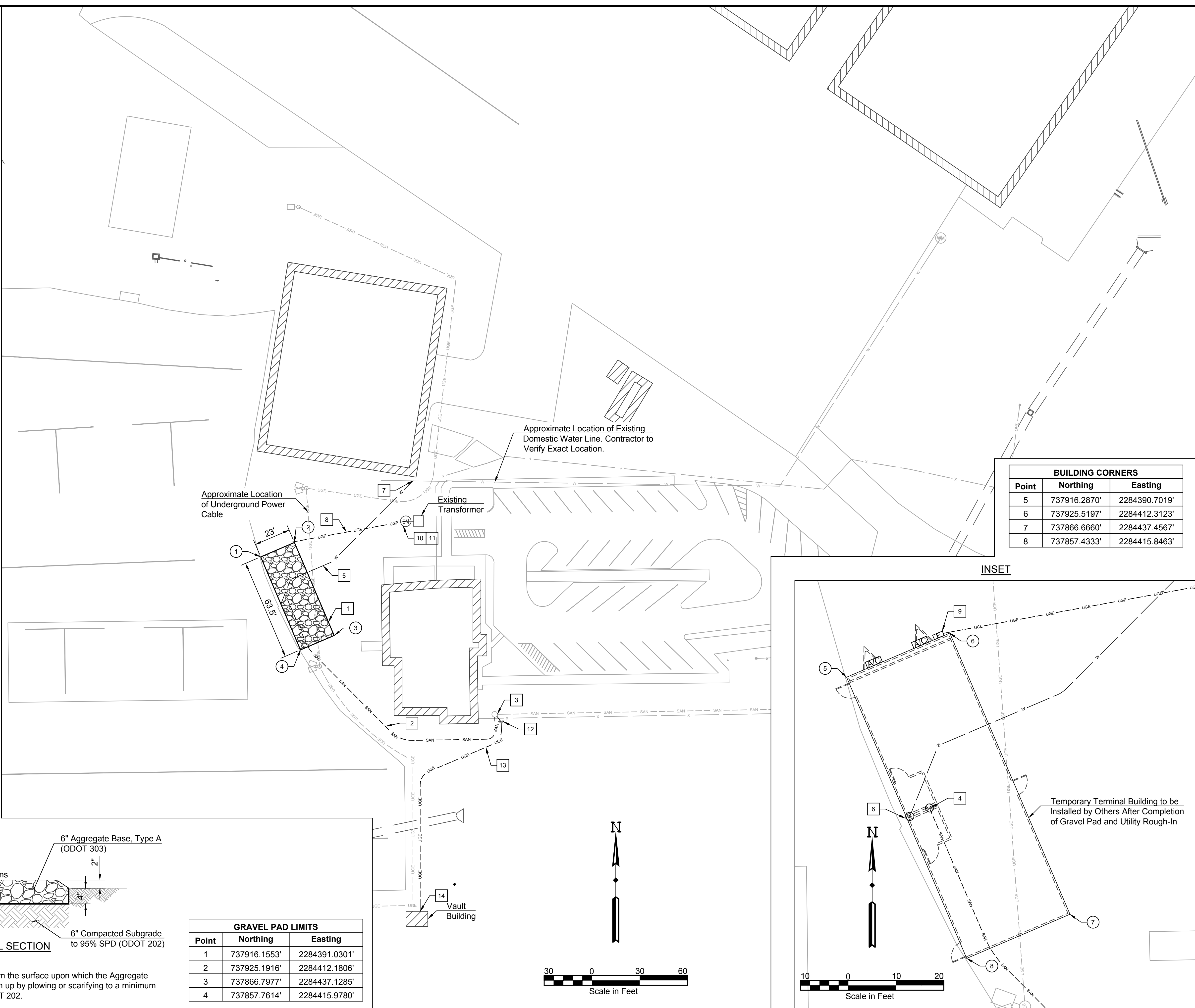
Note:

1. All Utilities Shown Shall be Installed to Meet All Federal, State and Local Laws, Codes and Standards.
2. Contractor Shall Verify Final Utility Connection Locations on the Temporary Terminal Building
3. See Pay Item Notes for Additional Details.
4. Sewer and Water Utility Connections at the Temporary Terminal Building Locations Shall be Adequately Protected to Prevent Freezing.
5. Area Between Existing Terminal Building and Gravel Pad Shall be Graded to Maintain Positive Drainage Away from All Buildings. Contractor to Provide Fill Material as Needed. This Work Shall be Subsidiary to Items Bid.
6. The RPR Shall be Present for All Compaction Operations for The Construction of The Gravel Pad. Contractor to Coordinate with The RPR for Start of Operation.

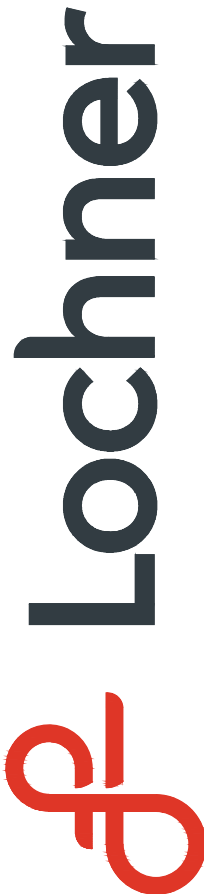


Note: All sod and vegetative matter shall be removed from the surface upon which the Aggregate Base is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 4 inches and shall then be compacted per ODOT 202.

GRAVEL PAD LIMITS		
Point	Northing	Easting
1	737916.1553'	2284391.0301'
2	737925.1916'	2284412.1806'
3	737866.7977'	2284437.1285'
4	737857.7614'	2284415.9780'



BUILDING CORNERS		
Point	Northing	Easting
5	737916.2870'	2284390.7019'
6	737925.5197'	2284412.3123'
7	737866.6660'	2284437.4567'
8	737857.4333'	2284415.8463'



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DESIGNED BY	RAG
DATE	01-08-2024
REVISIONS	

SITE PLAN

7

CONTRACT DOCUMENTS/ SPECIFICATIONS FOR

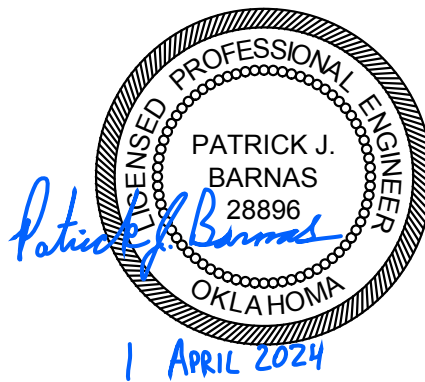
SHAWNEE REGIONAL AIRPORT

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710–TO08

Base Bid:

Site Preparation for Temporary Terminal Building



APRIL 2024

Shawnee, Oklahoma



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SECTION 1

NOTICE TO BIDDERS

THE CITY OF SHAWNEE, OKLAHOMA

SHAWNEE REGIONAL AIRPORT

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1 LOCHNER PROJECT NO. 15710-TO08

Sealed bids subject to the conditions and provisions presented herein will be received until **1:30 pm local time, Wednesday, April 24, 2024, at the City Clerk's office, 16 W 9th St., Shawnee, OK 74801**, and then publicly opened and read in the **City Commission Chambers**, for furnishing all labor, materials and equipment and performing all work necessary to:

Base Bid: Site Preparation for Temporary Terminal Building

Plans and Specifications are on file and may be examined at the office of the **City Clerk, 16 West 9th St., Shawnee, Oklahoma 74801**, and at the office of the Consulting Engineers, H.W. Lochner, Inc., 6301 Waterford Blvd., Ste. 310, Oklahoma City, OK 73118. Questions concerning the Plans and Specifications for this project should be directed to okcbids@hwlochner.com at H.W. Lochner's Office in Oklahoma City, Oklahoma.

A complete set of bid documents may be obtained from the Consulting Engineer, **Lochner**, by emailing okcbids@hwlochner.com and requesting a set for a fee of (\$20.) **None of the charge will be refunded.** Bid documents will be provided electronically in Adobe Acrobat® PDF format accessible with Adobe Reader®. The bidder will be responsible for acquiring, copying and distributing bidding documents (plans and specifications) necessary to bid and construct the project. Lochner will not provide hard copies of the document.

All bidders submitting a bid **must** obtain an electronic set of bidding documents from Lochner to submit a valid bid. Any proposal submitted that was obtained from an outside source other than Lochner will be considered an irregular proposal and will be eligible for rejection. When the bidder purchases a set of bid documents, the bidder will be placed on the plan holder's list which is necessary to supply bidders of any addenda that may be issued for the project. When orders for a set of bid documents are received, a link from which the documents can be downloaded will be emailed to the bidder. The bidder will be responsible for downloading, printing and distributing the documents to suppliers and subcontractors.

A pre-bid conference for this project will be held at **11:00 am local time on Thursday, April 11, 2024, at the City Commission Chambers, 16 W 9th St., Shawnee, OK 74801** with an airport site visit to immediately follow. This will be the only opportunity provided for a site visit.

Contract Work Items: This project will involve the following work items and estimated quantities. Prospective bidders are hereby advised that the quantities indicated herein are approximate and are subject to change.

ITEM NO.	SPEC.	ITEM DESCRIPTION	QTY.	UNIT
BASE BID				
SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING				
1	TEMP	Temporary Marking, Lighting & Barricades	1	L.S.
2	C-105	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.
3	ODOT	Site Demolition	1	L.S.
4	ODOT	Gravel Pad	163	S.Y.
5	--	Installation & Connections of Electrical Utility for Building	1	L.S.
6	--	Installation & Connections of Water Utility	1	L.S.
7	--	Installation & Connections of Sewer Utility	1	L.S.
8	--	Installation & Connections of Electrical Utility for Sewer	1	L.S.

Contract Time

The owner has established a contract performance time of **thirty (30) calendar days for Base Bid** from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the project manual in the Proposal Section.

Bid Security

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to **the City of Shawnee, Oklahoma**.

Bonding Requirements

The successful bidder will be required to furnish separate performance, payment, and maintenance bonds each in the amount equal to 100% of the contract price at the time of contract execution.

Award of Contract

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **City of Shawnee, Oklahoma** for a period not to exceed **ninety (90) calendar days** from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the **City of Shawnee, Oklahoma** may require, to reject any and all bids and to waive any informality in the bids received.

Federal Provisions

This project is subject, but not limited, to the following Federal provisions, statutes and regulations. Reference Section 4 Supplementary Provisions for a complete list of applicable provisions.

Equal Opportunity Clause and Specifications – Reference 41 CFR § 60-1.4, Executive Order 11246: The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Affirmative Action Requirement – Reference 41 CFR part 60-4, Executive Order 11246:

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the Supplementary Provisions.
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: **10.2%**

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 **Oklahoma, Pottawatomie County, City of Shawnee, Shawnee Regional Airport.**

Nonsegregated Facilities Requirement – Reference 41 CFR § 60-1.8:
Notice to Prospective Federally Assisted Construction Contractors

1. 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.
2. 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.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Disadvantaged Business Enterprise – Reference 49 CFR Part 26: The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of 0.00% percent participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal. **The bidder shall complete the Disadvantaged Business Enterprise forms (DBE-1 to DBE-4) regardless of the DBE goal if a DBE firm is to be utilized on the project.**

Davis-Bacon Requirements – Reference 2 CFR § 200 Appendix II(D): The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment and Suspension (Non-Procurement) – Reference 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility: 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.

Trade Restriction – Reference 49 CFR Part 30: The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

Buy American Preference – Reference 49 USC § 50101:

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 submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Additional Provisions

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The Proposal must be made on the forms provided within the electronic project manual issued by Lochner. Any proposal submitted that was obtained from an outside source other than Lochner will be considered an irregular proposal and will be eligible for rejection. Bidders must supply all required information prior to the time of the bid opening.

Submittal of Proposals

Additional information and instructions for submittal of a proposal are provided within the Instructions-to-Bidders.

SECTION 2

INSTRUCTIONS TO BIDDERS

Owner and Owner's Representative

The Owner as stated herein refers to the following agency: **City of Shawnee, Oklahoma**

The Owner's authorized representative as stated herein refers to the Owner's Consultant, H.W. Lochner, Inc., herein referred to as Engineer with offices at 6301 Waterford Blvd., Suite 310, Oklahoma City, Oklahoma 73118, Telephone (405) 418-6651.

Bidder Representations

By submittal of a proposal (bid), the BIDDER represents the following:

- The Bidder has read and thoroughly examined the project documents
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.
- The Bidder has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.

Bid Documents/Project Manual

The bid documents are comprised of the following; Notice-to-Bidders, Instructions-to-Bidders, General Provisions, Supplementary Provisions, Technical Specifications, Project Drawings, Proposal Form with attachments, Form of Contract Agreement, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein.

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful Bidder.

Those individual elements of the Contract Documents that issued electronically shall also be referred to as the Project Manual. No part of the project manual may be removed or detached.

Prospective Bidders may obtain a copy of the project manual and project drawings from the designated office identified within the Notice-to-Bidders.

Modifications to Project Documents

Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders.

Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

Errors and Discrepancies in Project Documents

Should the Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, the Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

Clarifications and Interpretations

A Bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of seven (7) calendar days prior to the date of the bid opening.

Interpretations of Estimated Proposal Quantities

An estimate of quantities of work to be done and materials to be furnished under these specifications is stated within the project manual. This estimate is a result of careful calculations and is believed to be correct. The estimated quantities are given only as a basis for comparison of proposals and the award of contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities. The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "Alteration of Work and Quantities" of the general provisions without in any way invalidating the unit bid prices.

Examination of Plans, Specifications and Site Conditions

As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the proposal, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that the Bidder is solely responsible for all assumptions, deductions, or conclusions which he or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

Issuance of Proposal Forms

The Owner reserves the right to refuse to issue a proposal form to a prospective Bidder should the

Bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification 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 satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective Bidder.
- c. Contractor default under previous contracts with the owner
- d. Unsatisfactory work on previous contracts with the owner

Form of Proposal

All bid proposals shall be made on the forms provided by the Owner within the **electronic** project manual. No Bidder may submit more than one proposal. All proposals are to be written in ink and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the Bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

Signature of Proposal

The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the proposal.

Modification or Withdrawal of Bid Proposal

Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left hand corner. Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

Bid Guaranty

Each bid proposal shall be accompanied by a bid guaranty in the amount of five percent (5%) of the total amount of the bid. The bid guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety qualified to conduct business within the State of **Oklahoma**. A certified check shall be issued from a responsible and solvent bank or trust company.

Disadvantage Business Enterprise (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. The Owner has established a DBE contract goal of **0.00%** for this contract. Award of this contract will be conditioned upon satisfying the requirements of this section. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract **the aforementioned DBE percentage(s)** of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26. These requirements apply to all Bidders/Offerors, including those who qualify as a Disadvantaged Business Enterprise. Per the provisions of Federal Regulation 29 CFR Part 26.55, qualified DBE firms that subcontract work to a non-DBE firm shall deduct the amount of the non-DBE subcontract from the total amount of the DBE participation that counts toward meeting the Owner's DBE participation goal. **The bidder shall complete the Disadvantaged Business Enterprise forms (DBE-1 to DBE-4) regardless of the DBE goal if a DBE firm is to be utilized on the project.**

All Bidders shall submit the following information with their proposal on the forms provided in the project manual:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) Evidence of good faith efforts undertaken by the Bidder, as described in appendix A to 49 CFR Part 26.

Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit in and as part of its bid, written documentation and evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

- (1) Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.
- (2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.
- (3) Efforts to negotiate with DBE's for specific items of work including:
 - (a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;
 - (b) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;
 - (c) Individual statements as to why agreements with DBE's were not reached; and
 - (d) Information on each DBE contacted but rejected and the reasons for the rejection.
- (4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
- (5) Documentation that qualified DBE's are not available or not interested.

- (6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.
- (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

- (1) The DBE was unable to provide adequate performance and/or payment bonds.
- (2) A reasonable DBE bid was rejected based on price.
- (3) The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.
- (4) Union versus non-union status of the DBE firm.
- (5) The prime contractor would normally perform all or most of the work included in this contract.
- (6) The prime contractor solicited DBE participation by mail only.

The successful Bidder will be required to provide written confirmation from the participating DBE firms verifying their intent to participate as in the project. This written confirmation shall be submitted **within three (3) working days following the bid opening.**

Bidder Qualifications

Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports. If the Bidder is presently pre-qualified with the State Highway agency, evidence of this pre-qualification may serve as evidence of financial responsibility in lieu of the certified financial statements and reports.

Alternate Bids

The Bidder shall complete all blanks provided on the proposal forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those alternate bid options that the Bidder elects not to submit a proposal.

Submission of Bid Proposal

Proposals shall be sent to arrive at the specified time and date for receipt of bids. Proposals received after the specified time will not receive consideration and will be returned unopened. Proposals shall be enclosed in a sealed opaque envelope. Each proposal shall be addressed to the office location identified as follows:

City Clerk
City of Shawnee, Oklahoma
16 West 9th Street
Shawnee, OK 74801

The upper left hand corner of the envelope shall be marked as follows:

SEALED BID PROPOSAL

Bid of {Name of Contractor}

for construction improvements at the **Shawnee Regional Airport**

City of Shawnee Bid No. B2024-EM-20230419-05-1

Lochner Project No. 15710-TO08

To be opened at: **1:30 pm local time, Wednesday, April 24, 2024**

For a modification to a previously submitted proposal, insert “MODIFICATION TO PROPOSAL” in place of “SEALED BID PROPOSAL”.

Bid Opening

All proposals submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Owner or the Owner’s representative. Bidders, their authorized agents, and other interested parties are invited to attend. Proposals submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

Evaluation of Proposals

Proposals may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids. The Owner’s representative will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

Bid Informalities and Irregularities

The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the owner’s judgment best serves the Owner’s interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

Irregular Proposals

Proposals meeting the following criteria are subject to consideration as being irregular:

1. If the proposal is on a form other than that furnished by the Owner or Owner’s representative.
2. If the form furnished by the Owner or Owner’s representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
4. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the proposal contains unit prices that are obviously unbalanced.
6. If the proposal is not accompanied by the bid guarantee specified herein.

Disqualification of Bid Proposals

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory bid guarantee;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration;
- Evidence of collusion among Bidders.

Cancellation of Award

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

Notice of Award of Contract

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible Bidder that submits the lowest responsive proposal. The successful Bidder will be informed their bid has been accepted through the Owner's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

Award of Alternates

Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest.

Return of Bid Guaranty

The bid guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the bid guaranty. The bid guaranty of the second and third lowest responsible Bidders will be retained for a period pending the execution of the contract documents by the successful Bidder.

Except as noted above, the bid guaranty of unsuccessful Bidders will be returned at the point their proposal is rejected.

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within **fifteen (15)** calendar days of the date of the Notice-of-Award. Failure to execute the

contract agreement within the specified time frame may result in the bid being awarded to the next low Bidder and shall result in the forfeiture of the Bidder's bid guarantee as a liquidated damage.

Performance, Payment, and Maintenance Bonds

The successful Bidder shall furnish separate performance, payment, and maintenance bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.

The executed bonds shall be delivered to the Owner simultaneously with the delivery of the executed contract. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the project manual.

Approval of the Contract

Upon receipt of the Contract Agreement, Contract Bonds and Certificate of Insurance as executed by the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder's proposal and all terms and conditions of the Contract Agreement.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Contractor".

State Sales Tax on Materials and Supplies Purchased for Use on This Project

Prior to procurement of equipment and upon the request of the Contractor, the City of Shawnee, Oklahoma will issue a State sales tax exemption certificate to the successful Bidder and the successful Bidder will not be required to pay State sales tax on materials and supplies purchased for use on this project. The successful Bidder will be responsible for payment of all other taxes.

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Part 1 – General Contract Provisions

SECTION 10

DEFINITION OF TERMS

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

Paragraph Number	Term	Definition
10-01	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).

Paragraph Number	Term	Definition
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 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

Paragraph Number	Term	Definition
		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

Paragraph Number	Term	Definition
		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.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer 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. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	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.

Paragraph Number	Term	Definition
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 City of Shawnee, Oklahoma.
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.
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

Paragraph Number	Term	Definition
		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

Paragraph Number	Term	Definition
		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.
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

Paragraph Number	Term	Definition
		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). See Notice to Bidders (Section 1) and Instructions to Bidders (Section 2)

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

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

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

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

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

Mobilization is limited to ten (10%) percent of the total project cost.

A prebid conference will be held for this project to discuss as a minimum, the following items: material requirements; submittals; the construction safety and phasing plan including airport access and staging areas. See Notice to Bidders for prebid conference requirements, time, date and location.

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 the receipt of 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 **by email** before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

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

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

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

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

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

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

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

END OF SECTION 20

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SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit 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 the timeframe as specified in the Notice to Bidders (Section 1)

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 **fifteen (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

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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. None

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

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

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

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

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

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

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

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

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades,

alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD Civil3D 2020.dwg File.**

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

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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.

The Contractor shall employ a Quality Control (QC) testing organization to perform all necessary QC and acceptance tests in accordance with specifications.

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

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SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all 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) see **plan sheet list table for pages**.

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.

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

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

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

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

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

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

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

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

during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

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

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

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

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

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

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

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

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

All Utilities	Oklahoma One Call	1-800-522-OKIE
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FAA Utilities	FAA SSC Point of Contact	405-686-6024
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All utilities within the work limits not located by One Call shall be located by the Contractor at the contractor's expense prior to beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

70-21 Insurance Requirements. See Section 4.

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 **twenty-five (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 the pre-construction conference. 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 **48 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 **ten (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 **48 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 **72 hours** prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

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

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.

Phase	Liquidated Damages Cost	Allowed Construction Time
1	\$1,000/Calendar Days	30 Calendar Days

The maximum construction time allowed is **thirty (30) calendar days for Base Bid**. 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

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SECTION 90

MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the 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.

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

Term	Description
	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. 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.
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, five percent (5%) of such total amount will be deducted and retained by the Owner for protection of the Owner's interests until the project is fifty percent (50%) complete. The retainage shall be two and a half percent (2.5%) of the amount payable past fifty percent (50%) of the work. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

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

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

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

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

90-10 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. **However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.**

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

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

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

f. If the Contractor fails to remedy any failure, defect, or damage within **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 manufacturers warranties specified for materials, equipment, and installations.

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

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

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

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SECTION 4

SUPPLEMENTARY PROVISIONS

These Supplementary Provisions amend and/or supplement the General Provisions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so amended or supplemented remain in full force and effect.

PART A: FEDERAL PROVISIONS

REQUIRED CONTRACT PROVISIONS

Federal laws and regulations require that specific contract provisions be included in certain contracts, requests for proposals, or invitations to bid *whether or not* the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For purposes of determining requirements for contract provisions, the term *contract* includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

- 1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

FAILURE TO COMPLY WITH PROVISIONS.

Failure to comply with the terms of these contract provisions 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 sponsor or the FAA.

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SUPPLEMENTARY PROVISIONS

**PART A - FEDERAL CONTRACT PROVISIONS FOR CONSTRUCTION
AND EQUIPMENT CONTRACTS**

APPLICATION OF REFERENCES

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE PRIME CONTRACTOR. ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONTRACTORS UNDER CONTRACT WITH THE PRIME CONTRACTOR OR A SUBCONTRACTOR.

ALL REFERENCES MADE HEREIN TO "CONSULTANT" SHALL PERTAIN TO ARCHITECT/ENGINEER (A/E) UNDER CONTRACT WITH THE SPONSOR. ALL REFERENCES MADE HEREIN TO "SUBCONSULTANT" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE PRIME CONTRACTOR AND/OR THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

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

BUY AMERICAN PREFERENCE

Reference: 49 USC § 50101
Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*
Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

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

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

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

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

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

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

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

RIGHT TO INVENTIONS

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

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

SEISMIC SAFETY

Reference: 49 CFR Part 41

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

TAX DELINQUENCY AND FELONY CONVICTIONS

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

The Contractor certifies:

- 1) It 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. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

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

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

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when

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

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

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

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000

COPELAND "ANTI-KICKBACK" ACT

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

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

DAVIS-BACON REQUIREMENTS

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

1. Minimum Wages.

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

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

(ii) (A) thru (D)

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor

may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

3. Payrolls and Basic Records.

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

(ii) (A) thru (D)

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

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

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

payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices

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

(ii) Trainees

Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be

paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

AFFIRMATIVE ACTION REQUIREMENT

Reference: 41 CFR Part 60-4
Executive Order 11246

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

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

Timetables:	Goal:
Goals for minority participation for each trade:	10.2%
Goals for female participation in each trade:	6.9%

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

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

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

State	County	City
Oklahoma	Pottawatomie	Shawnee

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

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

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

Equal Opportunity Clause

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

- d. "Minority" includes:
- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.;

by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep

records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

PROHIBITION OF SEGREGATED FACILITIES

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

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

PROCUREMENT OF RECOVERED MATERIALS

Reference: 2 CFR § 200.323
2 CFR Part 200, Appendix II(J)
40 CFR Part 247
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

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

- 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/smm/comprehensive-procurement-guidelines-construction-products.

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

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

TERMINATION OF CONTRACT

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

Termination for Convenience (Construction & Equipment Contracts)

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

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

Owner agrees to pay Contractor for:

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

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

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

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

Termination for Cause (Construction)

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

Termination for Cause (Equipment)

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

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

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

If within ten (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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

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

Certification of Offeror/Bidder Regarding Debarment

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

Certification Regarding Lobbying

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of responsiveness:

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 responsiveness, the Bidder or Offeror must submit the following information with its 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) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

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

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

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

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner 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.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees

further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

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

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

PART B: STATE PROVISIONS

NOT USED

PART C: LOCAL PROVISIONS

GENERAL DESCRIPTION. These Supplementary Provisions with the accompanying Plans, Specifications and related documents as hereinafter listed cover the requirements of the Owner for construction of various improvements to the **Shawnee Regional Airport**. The airport is located **2 miles Northwest of Shawnee, Oklahoma**. The work consists of:

Base Bid: Site Preparation for Temporary Terminal Building

CONTRACT SPECIFICATIONS. The Specifications which are bound herewith and which shall govern the materials furnished and the work to be performed in construction of the work under the Contract based thereon, are identified and indexed in the Table of Contents at the beginning of this volume of the Contract Documents.

COPIES OF PLANS AND SPECIFICATIONS. The Contractor will be furnished without cost to him **one electronic** copy of all Specifications and Plans, together with any and all addenda thereto. The Contractor **shall be responsible for printing and distributing Specifications and Plans to employees, subcontractors, and suppliers**, and the Contractor shall keep a minimum of one copy of all such Specifications and Plans constantly accessible on the work.

LIQUIDATED DAMAGES. Should the Contractor fail to complete the work within the required number of calendar days, or within such extra time as may have been allowed by extension, the Owner will deduct from any monies due or coming due the Contractor, the amount indicated in the Proposal for each calendar day that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor for reasons of inconvenience to the public, added cost of engineering, administration, supervision, inspection and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

DEFENSE OF SUITS. In case any action at law or suit in equity is brought against the Owner or any officer or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Owner and officers and agents of the Owner, of and from all losses, damages, costs, expenses, judgments, or decrees whatever arising out of such action or suit that may be brought as aforesaid.

INSURANCE. The Contractor shall secure, and maintain throughout the duration of this Contract, insurance of such types and in such amounts as may be necessary to protect himself against all hazards or risks of loss as hereinafter designated and specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but, regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain such coverage shall not relieve him of any contractual responsibility or obligation.

a. If a part of the Contract work is to be sublet, the Contractor shall:

(1) Cover any and all subcontractors in his insurance policies, or

(2) Require each subcontractor not so covered to secure insurance which will protect said subcontractor against all applicable hazards or risks of loss designated herein.

b. Satisfactory certificates of insurance shall be filed *by the Contractor and all Subcontractors* with the Owner prior to starting any construction work for or in connection with this Contract. Said certificates shall state that ten (10) day's written notice will be given the Owner before any policy covered thereby is changed or canceled.

c. Workmen's Compensation and Employers' Liability Insurance. This insurance shall protect the Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in work performed under this Contract. It shall also protect the Contractor against claims for injury to, disease or death of workmen engaged in work under this Contract which, for any reason, may not fall within the provisions of the Workmen's Compensation Act.

Workmen's Compensation	Statutory
Employers' Liability	\$100,000 (each accident) \$500,000 (disease-policy limit) \$100,000 (disease-each employee)

d. Comprehensive General Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor, his agents, employees or subcontractor, in connection with the operation or performance of the work for and in connection with this Contract. In addition, this general liability insurance policy shall specifically insure the contractual liability of the Contractor assumed under the foregoing Paragraph, "Defense of Suits".

The property damage liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

Liability limits for general liability insurance coverage under this policy shall be not less than the following:

Bodily Injury	\$500,000 (personal & advertising injury) \$500,000 (each occurrence) \$5,000 (medical expense, any one person)
Property Damage	\$500,000 (products-comp/ops aggregate) \$500,000 (general aggregate) \$50,000 (fire damage)

e. Comprehensive Automobile Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims for injuries to members of the public and damage to property of others arising from the use of automobiles and trucks in connection with the performance of work under this Contract, and shall cover the operation on or off the site of the work of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired by the Contractor. The policy shall include an "all states" endorsement.

Liability limits for automobile liability insurance coverage under this policy shall be not less than the following:

Combined Single Limit

\$500,000 each person

GENERAL GUARANTY. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of the acceptance of the repair work.

EXTENSION OF CONTRACT TIME. The Contractor is requested to bring to the attention of the Engineer, by letter, during the progress of the work, the occurrence of events which the Contractor considers may warrant extensions of time under the conditions of the Contract. If the Contract is not completed within the time stipulated, the Contractor shall at the conclusion of the work, present to the Engineer a written statement presenting his view upon all matters of time extensions.

The amount of all extensions of time for whatever reason granted shall be determined by the Engineer with due consideration given to working seasons and working conditions. In general, only actual and not hypothetical days of delay will be considered. The owner shall have authority to grant additional extensions of time as they may deem advisable and justifiable.

Promptly after the award of the Contract, the Contractor shall submit for approval to the Engineer a written program of construction outlining the proposed operations and the order of completion of the various parts in sufficient detail to demonstrate to the Engineer the adequacy of the progress to complete the construction within the time provided. No payment shall be made to the Contractor on any estimate until such a program has been submitted and approved.

Should it become evident at any time during construction that construction operations will or may fall behind the schedule of this first program of construction, the Contractor shall upon request promptly submit revised written schedules setting out operations, methods and equipment, added amount of labor, or of working shifts, night work, etc., by which lost time shall be made up, and shall confer with the Engineer until an approved modification of the original program shall have been secured. No payments on any estimates shall be made to the Contractor after such request is made until a modified program has been provided by the Contractor and approved by the Engineer. Execution of the work according to accepted program of construction, or approved modifications thereof, shall be an obligation of the Contractor.

Should the Contractor fail to complete the work on the required calendar date as stipulated in the Proposal or within such extra time as may have been allowed by extension, the Engineer will deduct from any monies due or coming due the Contractor, the amount stipulated in the Proposal of said extension of same that the work shall remain uncompleted. This sum shall be considered and treated not as penalty but as fixed, agreed and liquidated damages due to the Owner from the Contractor by reason of interference with business, convenience to the public, added cost of engineering, administration, supervision and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

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, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Neither by the act of taking over the work nor by the annulment of the Contract nor by requiring the Surety to complete the Contract shall the owner forfeit the right to recover liquidated damages from the Contractor or his Surety for failure to complete the Contract within the specified time.

DUST CONTROL. Adequate precaution should be taken to insure that excessive dust does not become airborne during construction. No separate payment will be made for performing dust control or for the water used for this purpose, but the cost of these items shall be subsidiary to other items in the Contract.

CONTRACTOR'S RESPONSIBILITY. The Engineer's project representative shall not have responsibility for the construction site conditions, including safety, operations, equipment, or personnel other than employees of the Engineer. The Contractor is responsible to construct the project in conformance with the Plans and Specifications. The Contractor has the responsibility for safety, safety precautions and safety programs on the site. He has the responsibility and duty to provide a safe working environment for his employees or employees of others over whom he has supervision, direction and control as well as providing a safe environment for those who are required or are permitted to have access to the site including but not exclusive to engineer and owner personnel.

**CITY OF SHAWNEE, OK/SHAWNEE REGIONAL AIRPORT'S DISADVANTAGED
BUSINESS ENTERPRISE (DBE) PROGRAM, 49 CFR PART 26**

BIDDERS LIST: §26.11(c). In accordance with §26.11 of the DBE program, "The questionnaire will be completed by each firm and all subcontractors who quote on the project and submitted at the time of bid."

ASSURANCES: §26.13(a). The City of Shawnee, OK/Shawnee Regional Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City of Shawnee, OK/Shawnee Regional Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Shawnee, OK/Shawnee Regional Airport's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Shawnee, OK/Shawnee Regional Airport of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

CONTRACT ASSURANCE: §26.13(b). The contractor, sub recipient, 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 City of Shawnee, OK/Shawnee Regional Airport deems appropriate, which may include, but is not limited to:

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

PROMPT PAYMENT CONTRACT CLAUSE: §26.29(a). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from receipt of each payment the prime contractor receives from the **City of Shawnee, OK/Shawnee Regional Airport**. Any delay or postponement of payment may take place only for good cause and must receive prior written approval from the **City of Shawnee, OK/Shawnee Regional Airport**. If payments to subcontractors are not made in accordance with the terms of this agreement, the airport as owner has the authority to withhold the amount of funds due to the subcontractor from the prime contractor's request for payment until the airport receives confirmation of payment to the subcontractor.

PROMPT & FULL PAYMENT OF RETAINAGE: §26.29(b). See Section 3 - General Provisions (FAA), Section 90-06 Partial Payments

ADDITIONAL MECHANISMS TO ENSURE PROMPT PAYMENT: §26.29(e). The prime contractor shall to include in their subcontract language that prime contractor and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes and may specify such mechanisms. Furthermore; he prime contractor shall not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Prompt Payment Complaints: Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure:

- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution. The airport will utilize the following website to report the Prompt Payment and Retainage Complaints:

<https://faa.civilrightsconnect.com/FAA/login.asp>

GOOD FAITH EFFORTS PROCEDURAL REQUIREMENTS (Post Solicitation): §26.53(f-j). The contractor shall utilize the specific DBEs listed in the contractor's bid/solicitation response to perform the work and supply the materials for which each is listed unless the contractor obtains our prior written consent as provided in 49 CFR Part §26.53(f). Unless our consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

DBE CERTIFICATION. A DBE, as defined in these contract documents/specifications, is a firm that is certified and listed in the Oklahoma Department of Transportation's (ODOT) DBE database at the time of utilization on the project.

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PART D: FEDERAL WAGE RATES

"General Decision Number: OK20240071 01/05/2024

Superseded General Decision Number: OK20230071

State: Oklahoma

Construction Type: Building

Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on treatment plants)

Counties: Coal, Garvin, Haskell, Hughes, Latimer, Marshall, McCurtain, Pittsburg, Pontotoc, Pottawatomie, Pushmataha and Seminole Counties in Oklahoma.

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)(1).

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 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 2024.
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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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

BOIL0592-001 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 31.22	24.14

ELEC0301-006 06/01/2022

MCCURTAIN COUNTY ONLY

	Rates	Fringes
ELECTRICIAN.....	\$ 26.60	11.92

ELEC0301-007 06/01/2022

MCCURTAIN COUNTY ONLY

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring, Alarm Installation, and Sound and Communications Systems Installation Only).....	\$ 26.60	11.92

ELEC0584-013 06/01/2021

COAL, HASKELL, HUGHES, LATIMER, PITTSBURG AND PUSHMATAHA
COUNTIES ONLY

Rates	Fringes
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ELECTRICIAN (Low Voltage
Wiring, Alarm Installation,
and Sound and Communications
Systems Installation Only).....\$ 32.38 7%+10.15

ELEC0584-016 06/01/2021

COAL, HASKELL, HUGHES, LATIMER, PITTSBURG AND PUSHMATAHA
COUNTIES ONLY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.38	7%+10.15

ELEC1141-015 09/04/2023

GARVIN, MARSHALL, PONTOTOC, POTTAWATOMIE AND SEMINOLE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.85	17.25+6.00

ELEC1141-019 06/01/2019

GARVIN, MARSHALL, PONTOTOC, POTTAWATOMIE AND SEMINOLE COUNTIES

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring, Alarm Installation, and Sound and Communication Systems Installation Only).....	\$ 21.60	15.5+8.60

ENGI0627-018 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 35.65	16.50
Group 2.....	\$ 33.80	16.50
Group 3.....	\$ 33.10	16.50
Group 4.....	\$ 31.95	16.50
Group 5.....	\$ 30.65	16.50
Group10.....	\$ 25.45	16.50

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and
including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger

cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane.

GROUP 5: BULLDOZER

GROUP 10: OILER

IRON0048-013 06/01/2021

GARVIN, MARSHALL, PONTOTOC, POTTAWATOMIE AND SEMINOLE COUNTIES ONLY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.00	16.20

IRON0584-024 06/01/2023

COAL, HASKELL, HUGHES, LATIMER, MCCURTAIN, PITTSBURG AND PUSHMATAHA COUNTIES ONLY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.00	16.50

PLUM0344-015 07/01/2023

COAL, GARVIN, HUGHES, MARSHALL, PONTOTOC, POTTAWATOMIE, PUSHMATAHA AND SEMINOLE COUNTIES

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Electrical/Temperature Controls and HVAC Pipe Installation).....	\$ 38.25	15.54

PLUM0344-018 07/01/2023

COAL, GARVIN, HUGHES, MARSHALL, PONTOTOC, POTTAWATOMIE, PUSHMATAHA AND SEMINOLE COUNTIES

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 38.25	15.54

PLUM0430-015 07/01/2023		

HASKELL, LATIMER, MCCURTAIN AND PITTSBURG COUNTIES

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Electrical/Temperature Controls and HVAC Pipe Installation).....	\$ 35.35	14.58

PLUM0430-018 07/01/2023		

HASKELL, LATIMER, MCCURTAIN AND PITTSBURG COUNTIES

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 35.35	14.58

SHEE0124-013 07/01/2021		

COAL, GARVIN, HUGHES, MARSHALL, PONTOTOC, POTTAWATOMIE AND
SEMINOLE COUNTIES ONLY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 33.38	16.36

SHEE0270-007 06/01/2020		

HASKELL, LATIMER, MCCURTAIN, PITTSBURG AND PUSHMATAHA COUNTIES
ONLY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 35.49	14.60

SUOK2012-051 06/18/2012		

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 16.24 **	0.00
CARPENTER (Drywall Hanging Only).....	\$ 14.96 **	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Form Work.....	\$ 16.82 **	2.82
CEMENT MASON/CONCRETE FINISHER...	\$ 14.50 **	0.00
FLOOR LAYER (Hardwood and Carpet).....	\$ 18.74	1.10
FORM WORKER.....	\$ 16.79 **	3.12
GLAZIER.....	\$ 15.27 **	1.46
LABORER: Common or General.....	\$ 11.43 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.04 **	0.00
LABORER: Pipelayer.....	\$ 11.65 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.83 **	0.00
OPERATOR: Forklift.....	\$ 18.02	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.32 **	0.00
ROOFER.....	\$ 15.00 **	0.29
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.52	6.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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 DECISION"

SECTION 5

ITEM TEMP

TEMPORARY MARKING, LIGHTING & BARRICADES

Item **Temporary Marking, Lighting & Barricades** is hereby added to the technical specifications with respect to the paragraphs and sections cited below.

1. **DESCRIPTION:** This item shall consist of all temporary marking, barricades and lighting shown on the safety and phasing plans, and required in accordance with FAA AC 150/5370-2. This item shall include all materials, labor, installation, maintenance and removal to provide temporary markings from diluted paint, fabric, plastic, plywood, temporary relocated threshold light assemblies, low profile barricades, temporary measures for blacking out or powering down lights in closed pavement areas, providing temporary lighting for pavements to remain open, **and repairs to haul and access routes, and construction, maintenance and demolition of temporary access routes. Area utilized for access road and existing fence shall be returned to original or better condition at project completion.**

2. **BASIS OF MEASUREMENT AND PAYMENT:** Based on the contract lump sum price for “Temporary Marking, Lighting & Barricades” partial payments will be made based on the estimated percent completion of the project.

Payment will be made under:

Item TEMP	Temporary Marking, Lighting & Barricades	– Per Lump Sum
-----------	--	----------------

END OF ITEM TEMP

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SECTION 6

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. Contractor shall supply field office for their use if needed. Contractor shall supply portable toilet(s), secured from tipping or general movement, for Contractor and Contractor’s employees use on the job site. Any and all airport facilities shall not be used by the Contractor or Contractor’s employees.

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. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by 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	Mobilization (NTE 10% of Total Bid Amount)	– 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

SECTION 7

ITEM ODOT

OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) PAY ITEMS

INCORPORATED BY REFERENCE

ODOT The Oklahoma Department of Transportation 2019 Standard and Specifications for Highway Construction can be found at the address below:

https://oklahoma.gov/content/dam/ok/en/odot/documents/c_manuals/specbook/2019--full-spec-web-version.pdf

DESCRIPTION

ODOT-1 Items described herein shall be performed per the requirements of ODOT 2019 Standard and Specifications for Highway Construction and paid for as described below. If there is a conflict between this (the project) specifications and plans with the state specifications, the project specifications and plans shall govern.

EQUIPMENT AND MATERIALS

ODOT-2 All equipment and materials shall be specified here, in the plans and in the ODOT 2019 Standard Specification Book or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavements to remain in place. If there is a conflict between this (the project) specifications and plans with the state specification, the project specification and plans will govern.

CONSTRUCTION

ODOT-3 All construction methods and procedures shall be in accordance with the applicable portions of the ODOT 2019 Standard Specifications. If there is a conflict between this (the project) specifications and plans with the state specifications, the project specifications and plans shall govern.

METHOD OF MEASUREMENT

ODOT-4.1 Site Demolition to be paid shall be measured by lump sum. The price shall be full compensation for furnishing all materials, construction activities, equipment and labor required to remove and dispose all items detailed in the plans per federal, state, and local requirements.

ODOT-4.2 The quantity of **Gravel Pad** shall be measured by the number of square yards of materials actually constructed and accepted as complying with the plans and specifications.

BASIS OF PAYMENT

ODOT-5.1 Payment will be made at the lump sum contract unit price for **Site Demolition**. The price shall be full compensation for all construction activities, equipment and labor required to remove all items detailed in the plans. Partial payments will be made based on the estimated percent complete of the item.

ODOT-5.2 Payment shall be made at the contract unit price per square yard for installation of the **Gravel Pad**. This price shall be full compensation for all materials, construction activities, equipment and labor required to provide a product as detailed in the plans. Partial payments will be made based on the estimated percent complete of the item.

Payment will be made under:

Item ODOT	Site Demolition	– Per Lump Sum
Item ODOT	Gravel Pad	– Per Square Yard

END OF ITEM ODOT

ADVISORY CIRCULAR

150/5370-2

OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION

INCORPORATED BY REFERENCE

The Standards for Operational Safety on Airports During Construction AC can be found at faa.gov or at the address below:

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-2

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PROPOSAL FORM

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1 LOCHNER PROJECT NO. 15710-TO08

TO: City Clerk
16 West 9th St.,
Shawnee, Oklahoma 74801

The undersigned, in compliance with the request for bids for construction of the following Project:

Base Bid: Site Preparation for Temporary Terminal Building

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

Item No.	Spec.	Description	Approximate		Unit Price	Extension
			Qty.	Unit		
BASE BID						
SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING						
1	TEMP	Temporary Marking, Lighting & Barricades Unit Price in Words	1	L.S.		
2	C-105	Mobilization (NTE 10% of Total Bid Amount) Unit Price in Words	1	L.S.		
3	ODOT	Site Demolition Unit Price in Words	1	L.S.		
4	ODOT	Gravel Pad Unit Price in Words	163	S.Y.		
5	--	Installation & Connections of Electrical Utility for Building Unit Price in Words	1	L.S.		
6	--	Installation & Connections of Water Utility Unit Price in Words	1	L.S.		
7	--	Installation & Connections of Sewer Utility Unit Price in Words	1	L.S.		
8	--	Installation & Connections of Electrical Utility for Sewer Unit Price in Words	1	L.S.		
BASE BID						
Total In Words						

ACKNOWLEDGEMENTS BY BIDDER

- By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the

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individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a Notice-of-Award for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within **fifteen (15) calendar days** of the Notice-of-Award and furthermore will provide executed payment and performance bonds simultaneously with delivery of executed contract. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **thirty (30) calendar days for Base Bid** from the commencement date specified in the Notice-to-Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$1,000** per Calendar day as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0.00%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent". **The bidder shall complete the Disadvantaged Business Enterprise forms (DBE-1 to DBE-4) regardless of the DBE goal if a DBE firm is to be utilized on the project.**
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not

submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

The undersigned acknowledges receipt of the following addenda:

Addendum Number _____	dated _____	Received _____
Addendum Number _____	dated _____	Received _____
Addendum Number _____	dated _____	Received _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Certification of Nonsegregated Facilities:** (41 CFR § 60-1.8)
The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

c. **Trade Restriction Certification:** (49 CFR Part 30)

The Bidder, by submission of an offer certifies that it:

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

d. **Certification Regarding Debarment and Suspension:** (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

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.

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.

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.

Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of _____;
2. Completed DBE form "Utilization Statement".
3. Completed DBE form "Letter of Intent". **The DBE affirmation on the "Letter of Intent" shall be submitted within three (3) working days of the bid opening.**

4. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
5. Completed "Buy American Certification"
6. Completed "Business Relationships Affidavit"
7. Completed "Non-Collusion Statement"
8. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____ (CORPORATE SEAL)

Telephone Number: _____

ATTEST:

By: _____
(Authorized Signature)

Name and Title: _____

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IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

UTILIZATION STATEMENT

Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.
(Please check the appropriate box)

- ☐ The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assumes that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder/Offeror's Firm Name

Signature

Date

DBE UTILIZATION SUMMARY

	Contract Amount	DBE Amount	Contract Percentage
DBE Prime Contractor	\$ x 1.00 = \$		%
DBE Subcontractor	\$ x 1.00 = \$		%
DBE Supplier	\$ x 0.60 = \$		%
DBE Manufacturer	\$ x 1.00 = \$		%
Total Amount DBE		\$	%
DBE Goal		\$	%

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

DBE-1

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Officer

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person:

Name: _____ Phone: (____) _____

DBE Certification Agency:

Name: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/officer is committed to utilizing the above named DBE firm for the work described above. The estimated participation is as follows:

DBE Contract Amount: \$ _____ Percent of Total Contract: _____%

Affirmation:

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

By: _____
(Signature) (Title)

In the event the bidder/officer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE-2

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Officer

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person:

Name: _____ Phone: (____) _____

DBE Certification Agency:

Name: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/officer is committed to utilizing the above named DBE firm for the work described above. The estimated participation is as follows:

DBE Contract Amount: \$ _____ Percent of Total Contract: _____%

Affirmation:

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

By: _____
(Signature) (Title)

In the event the bidder/officer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE-3

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offeree

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person:

Name: _____ Phone: (____) _____

DBE Certification Agency:

Name: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

- ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeree is committed to utilizing the above named DBE firm for the work described above. The estimated participation is as follows:

DBE Contract Amount: \$ _____ Percent of Total Contract: _____%

Affirmation:

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

By: _____
(Signature) (Title)

In the event the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE-4

BUY AMERICAN CERTIFICATION

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on Federally funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certification of Compliance with FAA Buy American Preference

Equipment/Building Projects

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

☐ **Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:**

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

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

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

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

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

BA-1

Required Documentation

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

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

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

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

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

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

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

Date

Signature

Company Name

Title

BA-2

BUSINESS RELATIONSHIPS AFFIDAVIT

THIS BID WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER OR AUTHORIZED AGENT OF BIDDER, AND ACKNOWLEDGED, DATED AND COMPLETED BY A NOTARY PUBLIC.

STATE OF _____)
) ss:
COUNTY OF _____)

COMES NOW, the Affiant, and states as follows:

1. I am the _____ of _____,
(Owner, Partner, Officer, etc.) (Company Name)
whose principal place of business is located in _____, in the State of _____.
2. That I am of lawful age, being first duly sworn, on oath says that (s)he has the lawful authority to execute this affidavit on behalf of the above named company.
3. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the Project is as follows:

4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the Bidding company and any officer or director of the architectural or engineering firm or other party to the Project is as follows:

5. Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

Name of Company, Partnership, Corporation, or Individual, herein called "Bidder"

Signature of Bidder or Bidder's Authorized Agent

Type or Print name and title of person who signed above

BR-1

ACKNOWLEDGEMENT

On this ____ day of _____, _____ before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared _____ to me know to be the identical person who signed the name of the Maker thereof to the within and foregoing affidavit as its authorized agent and acknowledged and swore to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said Bidder for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

Notary Public

(SEAL)

My Commission Expires: _____

My Commission Number: _____

NON-COLLUSION STATEMENT

THIS BID WILL NOT BE CONSIDERED UNLESS THIS STATEMENT HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER OR AUTHORIZED AGENT OF BIDDER, AND ACKNOWLEDGED, DATED AND COMPLETED BY A NOTARY PUBLIC.

STATE OF _____)
) ss:
COUNTY OF _____)

- A. For purposes of competitive bids, I certify:
1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and the OWNER, or their, employees, officers and agents as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any OWNER official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussions between bidders and any OWNER official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the OWNER, any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20____.

BIDDER:

BY: _____

PRINT NAME: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL:

Notary Public

My Commission Expires: _____
Commission No. _____

Required pursuant to 61 O.S. §115 and §138

NC-1

City of Shawnee, Oklahoma Small Business Program

Shawnee, Oklahoma has adopted a program to encourage and promote the use of small businesses as subcontractors on construction contracts funded by the Federal Aviation Administration's Airport Improvement Program (AIP) and as set forth in the Oklahoma Public Competitive Bidding Act and 49 CFR Part 26. **Shawnee, Oklahoma** Small Business Program shall be fully implemented within nine (9) months of the Federal Aviation Administration's approval.

The successful bidder awarded an AIP construction contract by the **City** must provide an AIP Construction Project Subcontracting Plan & Affidavit. This plan shall set forth the Contractor's efforts and strategies to provide and extend opportunities for small business participation on the performance of subcontracts on AIP projects. The Contractor's plan must be submitted to the **City** before a notice to proceed with work will be issued. The plan must set forth the Contractor's outreach and internal efforts. The Contractor must provide a report on the progress and success of its small business subcontracting plan to the **City** as a condition precedent to final payment and release of retainage. The project will neither be deemed substantially complete nor be accepted for final payment until the Contractor submits an AIP Construction Project Subcontracting Plan Close Out Report that demonstrates the progress and success of its AIP Construction Project Subcontracting Plan. The **City** will utilize this information to identify and encourage those minority and women owned small business firms that are eligible for DBE certification to become certified. The **City** will verify that small businesses reported on the AIP Construction Project Subcontracting Plan Close Out Report are qualified under the Oklahoma Department of Transportation's Small Business Program. Furthermore, the **City** will report the participation of DBE firms, as Race Neutral participation in the Small Business Program, to the FAA.

The **City's** Small Business Program will also assure that AIP projects with an estimated construction cost greater than \$1.5 million dollars and consisting of multiple contractual elements (i.e. paving, earthwork, electrical) will be separated into separate bidding schedules to provide for small firm competition.

The **City's** Small Business Program will also assure that no geographic preferences or limitations imposed on either small businesses or federally assisted procurement. The **City** will impose no limits on the number of contracts awarded to participating firms, and that the **City** will make every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses.

All DBE firms (including Prime Contractors) are considered eligible for the **City's** Small Business Program. Other eligible small business firms are defined by the Small Business Administration's standards:

(a) SBA's size standards define whether a business entity is small and, thus, eligible for Government programs and preferences reserved for "small business" concerns. Size standards have been established for types of economic activity, or industry, generally under the North American Industry Classification System (NAICS).

(b) NAICS is described in the North American Industry Classification Manual-United States, which is available from the National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; by calling 1(800) 553-6847 or 1(703) 605-6000; or via the Internet at <http://www.ntis.gov/products/naics.aspx>. The manual includes definitions for each industry, tables showing relationships between 1997 NAICS and 1987 SICs, and a comprehensive index. NAICS assigns codes to all economic activity within twenty broad sectors. Section 121.201 provides a full table of small business size standards matched to the U.S. NAICS industry codes. A full table matching a size standard with each NAICS Industry or U.S. Industry code is also published annually by SBA in the Federal Register. NAICS Codes and size standards for the current project include, but are not limited to the codes shown in **Figure 1: Sample NAICS Codes**.

NAICS codes	NAICS U.S. industry title	Size standards in millions of dollars
Subsector 237—Heavy and Civil Engineering Construction		
237110	Water and Sewer Line and Related Structures Construction	\$33.5
237120	Oil and Gas Pipeline and Related Structures Construction	\$33.5
237130	Power and Communication Line and Related Structures Construction	\$33.5
237310	Highway, Street, and Bridge Construction	\$33.5
237990	Other Heavy and Civil Engineering Construction	\$33.5

Figure 1: Sample NAICS Codes

**CITY OF SHAWNEE, OKLAHOMA
CONSTRUCTION PROJECT SUBCONTRACTING PLAN & AFFIDAVIT**

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A Notice to Proceed will not be issued by the Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan.

I. Construction Project Subcontracting Plan

A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with Project Number _____.

B. Internal Efforts – In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

C. A Notice to Proceed for the project listed above will not be issued by the City until this document is completed and returned to the City. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

Submitted for: _____ By: _____
Company Name Signature

Subscribed and sworn to before me this ____ day of _____, _____

Notary Public: _____

Commission # / Expiration: _____

Project No. _____

This form shall be completed and returned to the City Office following final inspection. Final acceptance and payment of final claim will not be initiated until receipt of this document by the City.

Subcontract Amount[illegible]

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PERFORMANCE BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

PROJECT NO.

CONTRACT DATE

**B2024-EM-
20230419-05-1**

PENAL SUM OF BOND (Expressed in words and numerals)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **the City of Shawnee, 16 West 9th St., OK 74801**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **Base Bid: Site Preparation for Temporary Terminal Building**

Project Location: **Shawnee Regional Airport**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

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2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; including other costs and damages for which the Surety may be liable hereunder. If costs and charges incurred by the Owner, together with the cost of completing the work under contract, 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. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefore to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name, Title: _____

CORPORATE PRINCIPAL:

ATTEST: _____ Corporate Name: _____

Signature: _____ Signature: _____

Name, Title: _____ Name, Title: _____
(Affix Corporate Seal)

SURETY:

ATTEST: _____ Surety Name: _____

Signature: _____ Signature: _____

Name, Title: _____ Name, Title: _____
(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

ATTEST:

Signature: _____ Signature: _____

Name, Title: _____ Name, Title: _____
(Affix Seal)

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

PROJECT NO.

CONTRACT DATE

**B2024-EM-
20230419-05-1**

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **the City of Shawnee, 16 West 9th St., OK 74801**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **Base Bid: Site Preparation for Temporary Terminal Building**

Project Location: **Shawnee Regional Airport**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such

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extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name, Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name, Title: _____
(Affix Corporate Seal)

Name, Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name, Title: _____
(Affix Seal)

Name, Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

ATTEST:

Signature: _____

Signature: _____

Name, Title: _____
(Affix Seal)

Name, Title: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the state of Oklahoma, as Surety, are held and firmly bound unto the **City of Shawnee, Oklahoma** and the State of Oklahoma, in the Penal sum of (Words) _____ (full amount of contract) (Figures) \$_____ in lawful money of the United States of America for the payment of which, well and truly be made, we bind ourselves and each of us, our heirs executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the **City of Shawnee, Oklahoma** dated _____, _____, for all work required in **Bid No. B2024-EM-20230419-05-1** in compliance with the specifications, therefore, made a part of said Contract and on file in the offices of the City Clerk, **Shawnee, Oklahoma**.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the **City of Shawnee, Oklahoma**, all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year for all projects, form and after acceptance of said project by the City and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold the City harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode or procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

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CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name, Title: _____

Name, Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Date: _____

Date **: _____

Name, Title: _____

Name, Title: _____

(Affix Seal)

Attorney in Fact

(Attach Power of Attorney)

**This date shall match the date of the notarized certificate on the Power of Attorney

APPROVED AS TO FORM: _____ Date: _____

City Attorney

MB-2

**CONTRACT AGREEMENT
CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT
CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1
LOCHNER PROJECT NO. 15710-TO08**

THIS AGREEMENT, made as of _____ is
{Insert Effective Date of Agreement}

BY AND BETWEEN

the OWNER: **Shawnee Airport Authority on behalf of
the City of Shawnee, Oklahoma
16 West 9th St.
Shawnee, Oklahoma 74801**

And the CONTRACTOR: **Contractor's Name
Address
City, State Zip Code**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Shawnee Regional Airport** generally described as follows:

Base Bid: Site Preparation for Temporary Terminal Building

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

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Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

_____	(\$ _____)
<i>(Amount in Written Words)</i>	<i>(Amount in Numerals)</i>

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER’S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work” authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER’S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **thirty (30) calendar days for Base Bid** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized 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 proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$1,000 per calendar day** for each **calendar day** required in excess of the authorized Contract Time.

Furthermore, 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;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither 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.

- b. Certification of Nonsegregated Facilities (41 CFR § 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local

custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Lochner
6301 Waterford Blvd.
Suite 310
Oklahoma City, Oklahoma 73118**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Shawnee, Oklahoma

Address: 16 West 9th Street

Shawnee, OK 74801

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

CONTRACTOR

Name: _____

Address: _____

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

LOCHNER PROJECT: 15710-TO08



6301 Waterford Blvd. | Suite 310 | Oklahoma City, OK 73118
hwlochner.com

PLANHOLDERS LIST

Shawnee Regional Airport Site Preparation for Temporary Terminal Building

Information regarding Bid Opening and Pre-Bid times and dates can be found in Section 1 - Notice To Bidders and Section 2 - Instructions To Bidders within the Contract Documents/Specifications. Bidders shall also review any addendum issued for possible updates to information regarding Bid Opening and Pre-Bid times and dates.

ADDENDUMS ISSUED 1 - 4/12/2024
2 - 4/18/2024

DEPOSIT FOR PLANS AND SPECIFICATIONS: \$20.00 – Non-Refundable

Lochner Project #: [15710-TO08](#)

COMPANY NAME OF PLANHOLDER	SET NO.	DATE ORDERED	DATE EMAILED	CONTACT NAME	E-MAIL	PHONE
Lochner	1	N/A	N/A	Patrick Barnas, PE	OKCBids@hwlochner.com	(405) 748-6651
City of Shawnee, Oklahoma	2	N/A	N/A			
ePlan	3	4/2/2024	4/3/2024	Amber Cox	eplan@eplanbidding.com	(573) 447-7130
Bright Lighting Construction	4	4/3/2024	4/3/2024	Chandler Higgins	chandler@blconstruction.com	(918) 834-8020
Perigo Boys Welding	5	4/3/2024	4/3/2024	James Perigo	perigoboyswelding@gmail.com	
DTH Construction, LLC	6	4/3/2024	4/3/2024	Dave Haynie	DavHaynie@aol.com	(405) 834-5888
Custom Pavement Maintenance & Safety, LLC	7	4/3/2024	4/3/2024	Julie Becker	Julie@custompavement.com	(479) 262-6160
Cooley Construction	8	4/3/2024	4/3/2024	Vickie Guy	vguy@cooleyconstruction.com	(405) 528-8093
Rethford Electric	9	4/5/2024	4/5/2024	Josh Rethford	rethfordelectric@gmail.com	
ConstructConnect	10	4/8/2024	4/8/2024	Justine Cataylo	justine.cataylo@constructconnect.com	(323) 602-5079
SWCN Planroom	11	4/8/2024	4/8/2024	Brittany Feeler	planroom@swcnews.com	(405) 948-7474
Prolific Construction	12	4/8/2024	4/8/2024	Shailee Mohow	admin@prolificconstruction.com	
Haskell Lemon Group	13	4/10/2024	4/10/2024	Tammy Robinson	trobenson@haskellemon.com	(405) 947-6069
C-P Integrated Services, Inc.	14	4/11/2024	4/11/2024	Durinda Fisher	dfisher@cpiokc.com	(405) 628-1200
TLC Engineering	15	4/11/2024	4/11/2024	Bill Buckmaster	b.buckmaster@tlceng.com	(832) 849-7693
Tri City Seal Co.	16	4/11/2024	4/11/2024	Rick Herrick	rherrick.tcs@gmail.com	(405) 381-4051
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**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

ADDENDUM NO. 1

April 12, 2024

TO ALL PROSPECTIVE BIDDERS:

1. The following modifications and clarifications to the **Project Plans/Specifications** have been made.

A. **Clarifications/Additional Information** Bidders shall take note of the following clarifications/additional information to the Plans and Specifications.

- i. Contractor may have the option to set the meter rack adjacent to or near the Temporary Terminal; however, Contractor shall ensure the meter is not installed in a location that impedes the installation of the Temporary Terminal Building. Contractor shall be responsible for coordinating with OG&E for permitting, meter installation, and requirements of the utility.
- ii. The Plumbing Underfloor Plan and the Site and Utility Plan from the Original Terminal Construction Plans are attached to this Addendum No.1. The accuracy of the utility locations have not been verified. The Contractor shall be responsible for verifying the sizes, locations, and requirements of the utility tie-ins.

2. Additional Information:

- A. The pre-bid minutes and sign-in sheet are included in this Addendum No. 1.
- B. All bidders must acknowledge receipt of Addendum No. 1 in the space provided in the Proposal Form of the Project Specifications. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.
- C. Upon receipt of this addendum, you **must** sign and return the acknowledgement form on Page 2 of this addendum by e-mail to:

LOCHNER

E-Mail: OKCBids@hwlochner.com



Addendum No. 1 - 1

**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

ADDENDUM NO. 1

April 12, 2024

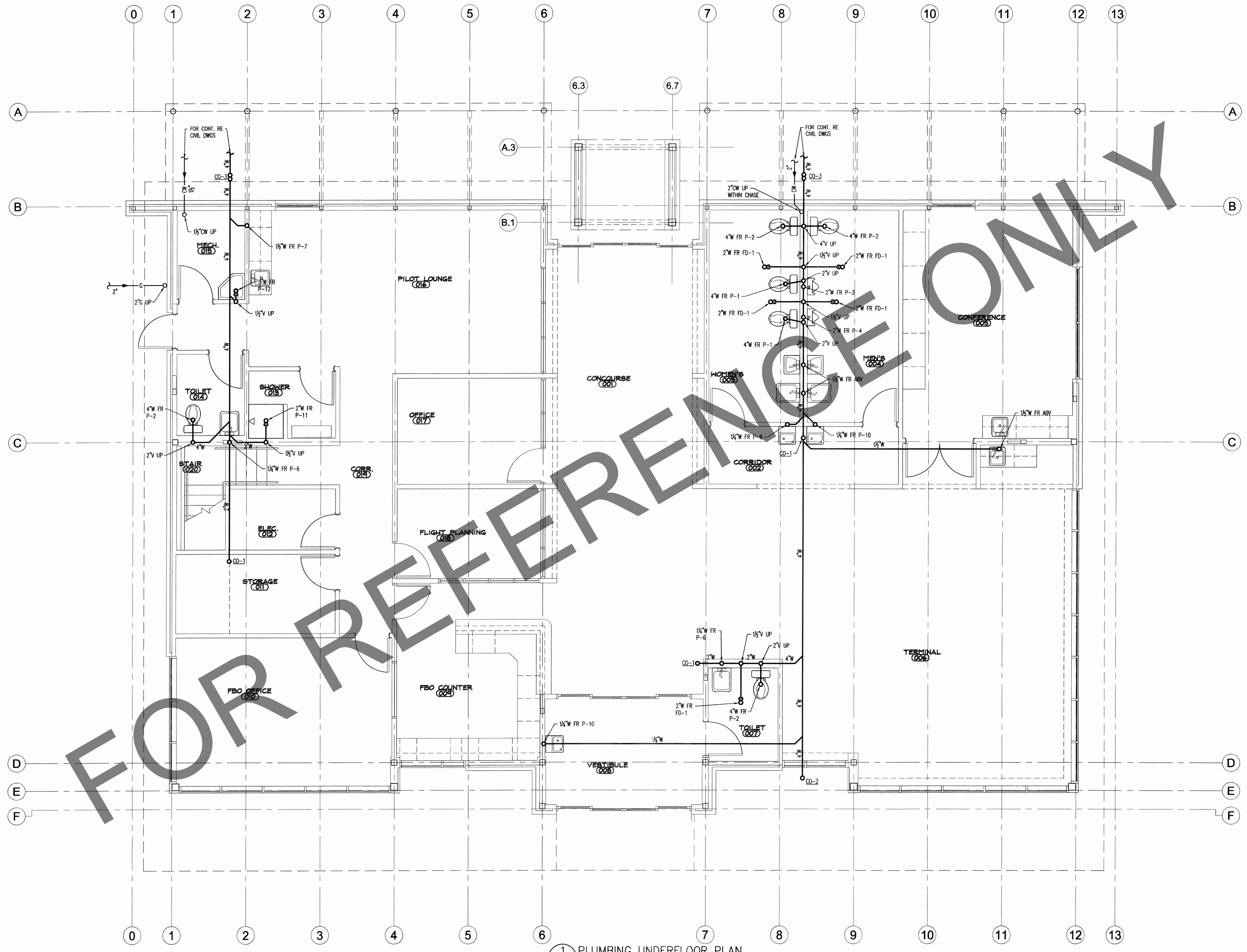
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

The undersigned hereby declares that he/she has received Addendum No. 1, dated April 12, 2024, for the subject project. The undersigned will incorporate this Addendum with his/her proposal:

Name of Company: _____

Signature: _____

Title: _____

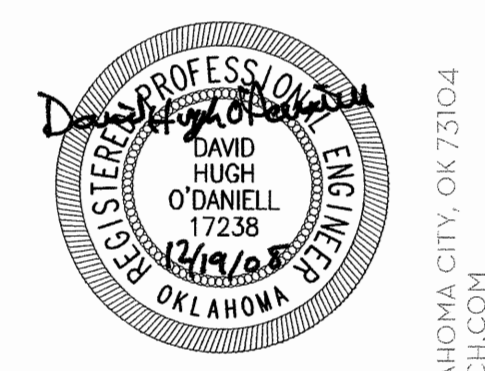


1 PLUMBING UNDERFLOOR PLAN
P200 SCALE: 1/4" = 1'-0"

Shawnee Regional Airport
New Terminal Building
Shawnee, Oklahoma
Shawnee Airport Authority
Shawnee, Oklahoma

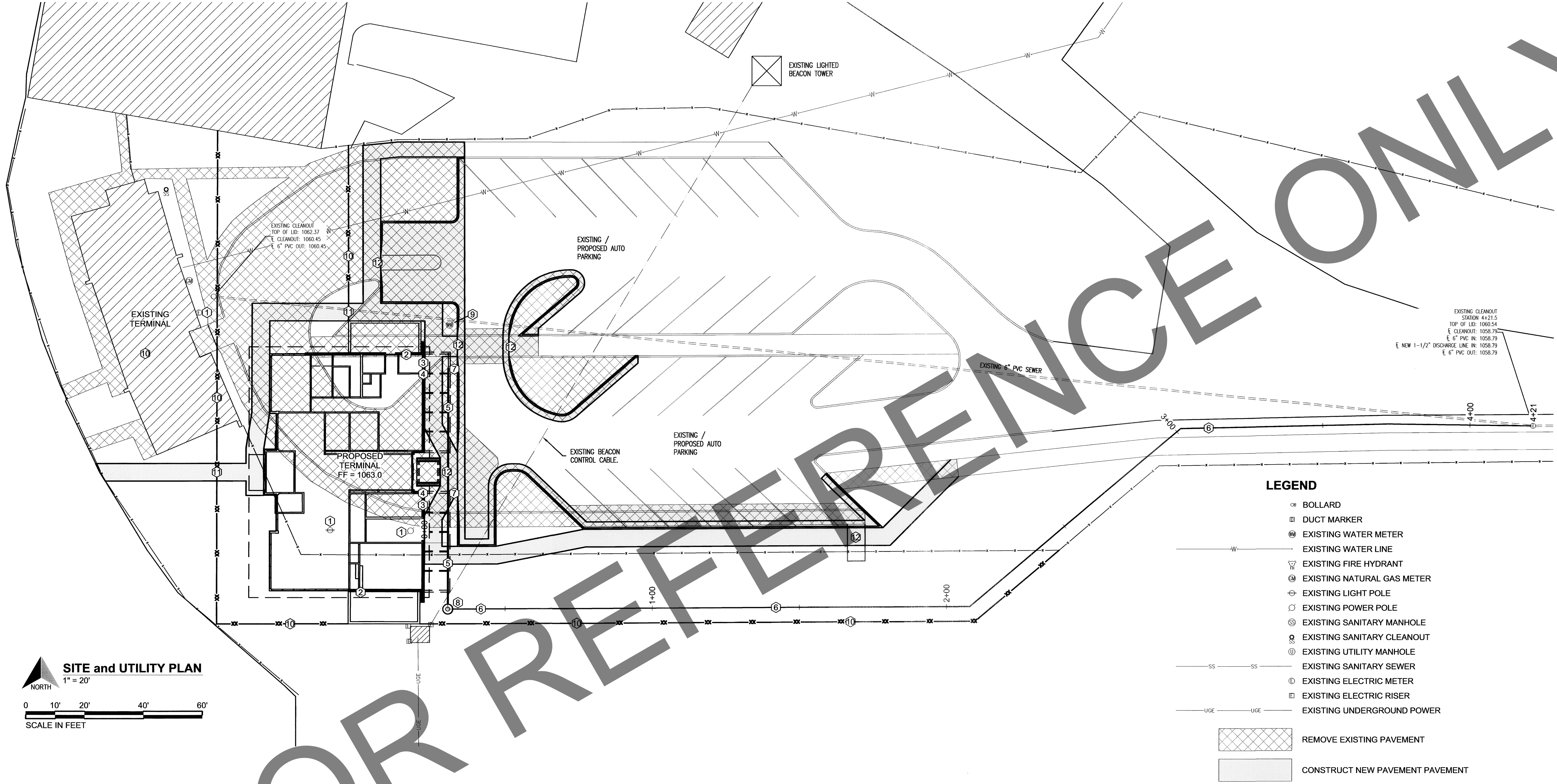
LBR Inc.
Airport Consultants
Wiley Post Airport
5915 Philip J. Rhodes Ave., Ste. 105
Bethany, OK 73008
405.789.0200: tel
405.789.0260: fax

DHO ENGINEERING
Telephone: 405-947-8524
Facsimile: 405-947-0472
3629 NORTHWEST 24th STREET
OKLAHOMA CITY, OK 73107
OK Cert. of Auth. No. 3955
Expiration 06/30/10



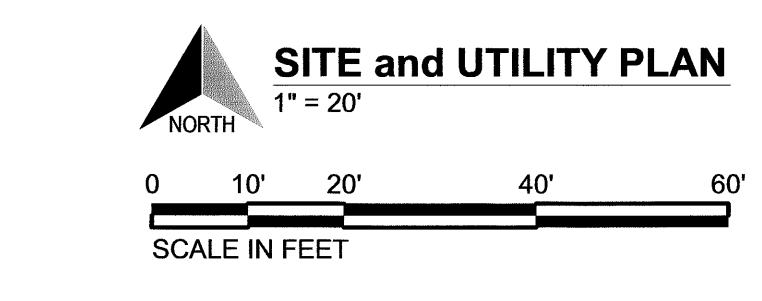
Project No.	2808.00
Date	12.19.2008
Sheet Contents	PLUMBING UNDERFLOOR PLAN
Scale	1/4"=1'-0"
Sheet No.	P200
CONSTRUCTION DRAWINGS	

MASS ARCHITECTS, INC. 3 NE 8TH ST. SUITE A OKLAHOMA CITY, OK 73104
TEL: 405-231-1990 FAX: 405-231-1930 WWW.MASSARCH.COM

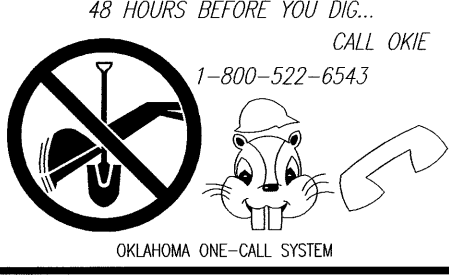


- UTILITY / SITE PLAN KEYNOTES**
- ① EXISTING UNDERGROUND POWER AND APPURTENANCES TO BE REMOVED OR RELOCATED BY OTHERS.
 - ② APPROXIMATE LOCATION OF NATURAL GAS SERVICE PENETRATION. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
 - ③ APPROXIMATE LOCATION OF POTABLE WATER SERVICE PENETRATION. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
 - ④ APPROXIMATE LOCATION OF SANITARY SEWER SERVICE PENETRATION. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
 - ⑤ PROPOSED 4" SANITARY SEWER SERVICE LINE PER LOCAL CODE.
 - ⑥ PROPOSED 12" SANITARY SEWER DISCHARGE LINE PER LOCAL CODE.
 - ⑦ PROPOSED SANITARY SEWER CLEANOUT, PER LOCAL CODE.
 - ⑧ PROPOSED SANITARY SEWER GRINDER PUMP STATION. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - ⑨ PROPOSED WATER METER. CITY OF SHAWNEE TO PROVIDE WATER SERVICE TO METER.
 - ⑩ PROPOSED PERMANENT FENCE.
 - ⑪ PROPOSED PERMANENT PEDESTRIAN GATE.
 - ⑫ CONSTRUCT HANDICAP RAMP PER LOCAL AND ADA STANDARDS

- GENERAL UTILITY NOTES:**
- 1. CITY TO CONSTRUCT WATER SERVICE LINE TO BUILDING LOCATION.
 - 2. GAS, TELEPHONE, ELECTRIC, CABLE AND WATER SERVICES TO BE PROVIDED BY OTHERS.
 - 3. ALL UTILITY CONSTRUCTION SHALL CONFORM TO CURRENT APPLICABLE STANDARDS.
 - 4. SEE ARCHITECTURAL PLANS FOR SANITARY SEWER GRINDER PUMP STATION.



NOTE:
CONTRACTOR TO VERIFY
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION.



LBR Inc. Airport Consultants
5915 Philip J. Rhoads Ave. Suite 105 Bethany, OK 73008
Tel 405-789-0200 Fax 405-789-0260 WWW.LBROK.COM
CERTIFICATION OF AUTHORIZATION: OKLAHOMA 1827, RENEWAL DATE: JUNE 30, 2011

SHAWNEE REGIONAL AIRPORT
Shawnee, Oklahoma

SITE AND UTILITY PLAN			
SCALE 1" = 20'	DATE December 2009	EDA Award No. 08-01-04405 Shawnee Proj. No. COS-PW-09-01	SHEET C-2 OF 5

EXHIBIT A



LAST SAVED: 12/29/2009 7:52 PM PLOTTED: 12/29/2009 8:08 PM

SHAWNEE REGIONAL AIRPORT - NEW TERMINAL BUILDING 2008

**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

PRE-BID MEETING AGENDA

Thursday, April 11, 2024, at 11:00 AM

******Items added during the Pre-Bid Meeting are included in bold and italics******

I. Introduction of Attendees

II. Bidding Process:

A. Receipt and Opening of Bids:

1. Proposals will be received until **1:30 pm local time, Wednesday, April 24, 2024**, at the Location below:

**City of Shawnee, Oklahoma
City Clerk's Office
16 W 9th St.
Shawnee, Oklahoma 74801**

Bids received after this time will not be considered.

Bidders are reminded that bids not received before 1:30 pm local time, Wednesday, April 24, 2024, will be rejected, even if delivery is late due to a failure of third-party guaranteed delivery times.

Bids will be opened and read in the City Commission Chambers shortly after 1:30 pm local time.

2. Bids may be held by the **City of Shawnee, Oklahoma** for a period not to exceed **ninety (90)** calendar days from the date of the bid opening. **Award of contract is contingent upon the City of Shawnee, Oklahoma receiving assistance from the Federal Emergency Management Agency (FEMA).**
3. Envelopes containing bids must be sealed and addressed as shown in the Instructions To Bidders (Section 2) of the Contract Documents/Specifications.

B. Contract Provisions:

1. Mandatory contract provisions are identified in General Provisions (Section 3) and Supplementary Provisions (Section 4) of the Contract Documents.
2. The EEO goals for this contract are in the Notice To Bidders (Section 1), **10.2%** minority participation and 6.9% female participation in each trade.

3. The DBE goal for this project, as described in the Notice To Bidders (Section 1) and the Instructions To Bidders (Section 2), is **0.00%** of the dollar value of the prime contract to DBEs. It is the responsibility of the Contractor to meet this goal for any Alternate scenario. If the DBE goal is not met, there needs to be substantial documentation of good faith effort in attempts to attain the DBE goal. The DBE Forms are located after the Proposal Section. **If DBEs are utilized, Letters of Intent, if not submitted with the bid, will need to be submitted within 3 working days of the bid opening.**
4. Sixty percent (60%) of the cost of materials or supplies purchased from a DBE regular dealer may be counted. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost may be counted toward the goal.
5. This contract is subject to the “Buy American Preferences” of **49 USC §50101**. Prospective Bidders are required to certify that steel and manufactured products have been produced in the United States per the certification statement included in the Proposal Section of the Project Manual. **Bidders are reminded that the American Recovery and Reinvestment Act does not necessarily meet 49 USC §50101 for FAA Buy American.**
6. The Contractor and all Subcontractors will be required to pay minimum wage rates as established by the United State Department of Labor. Minimum wage requirements are identified on the current Davis Bacon Act wage rates included at the end of the Supplementary Provisions (Section 4).
7. Proposers shall provide a statement of qualifications with their proposal of past similar work, a financial statement, and a statement of plant and equipment proposed for use on the project. In lieu of the financial statement, Contractors may provide evidence that they are pre-qualified with ODOT for similar work and are on the current ODOT bidders list.
8. The Contractor and his/her Subcontractors will be required to provide certificates of insurance for at least the minimum amounts specified in the Special Provisions.
9. Prior to procurement of equipment and **upon the request of the Contractor, The City of Shawnee, Oklahoma** will issue a State sales tax exemption certificate to the successful Bidder and the successful Bidder will not be required to pay State sales tax on materials and supplies purchased for use on this project. The successful Bidder will be responsible for payment of all other taxes. **It is suggested that the successful bidder request a state sale tax exemption as soon as possible to allow enough time for the city to process the request. The successful bidder is responsible for all other required taxes.**

C. Contract Proposal Forms:

1. Proposals must be submitted on the Proposal Form (Section PF) in the Contract Documents/Specifications.
2. When completing the Proposal Form, the unit price needs to be written/typed in words in the table under “Unit Price in Words” and in numerical form in the column under the header “Unit Price”. The extension (quantity x unit price) needs to be written/typed in numerical form. All bidders submitting proposals must acknowledge receipt of all addendums issued in the space provided in the Proposal (Section PF). Page PF-6 or PF-7 of the proposal form needs to be completed and signed. **If for any reason the pages of the Proposal Form are changed by addendum, an entirely new Proposal Form will be issued. Bids that are not submitted on the most current proposal forms will be considered non-responsive and may be subject to automatic rejection. It is not anticipated that a change to the proposal form will be made.**

3. The bidder shall submit all required DBE information as contained on the DBE forms located at the end of the Proposal Form with their bid. However, written confirmation from the DBE may be submitted within three (3) working days following the bid opening.
4. The successful bidder will be required to submit evidence of when and by whom each DBE was last certified after the bid opening. DBE's must be approved through the Oklahoma Department of Transportation.
5. A Bid Bond guarantee will be required with each bid as a certified check or a bid bond in the amount of five (5) percent of the total amount of the bid, made payable to the **City of Shawnee, Oklahoma**.
6. The bidder shall submit a completed Buy American Certification (Section BA), a completed Business Relationships Affidavit (Section BR), and a completed Non-Collusion Statement (Section NC).
7. When submitting bids, please make sure all items required with the bid are included. These items are listed on pages PF-4 and PF-5 of the Proposal.
8. The successful bidder will be required to execute the Contract Agreement, Performance Bond, Payment Bond, one (1) year maintenance bond, and Subcontracting Plan & Affidavit. The bonds shall be in the amount of 100% of the contract price.

III. Project Description:

- A. The project consists of:

Base Bid: Site Preparation for Temporary Terminal Building.

- B. The contract period for construction from the commencement date specified in the Notice-to-Proceed is **thirty (30) calendar days for Base Bid. Liquidated damages are set at \$1,000 per calendar day.** Delays due to weather and other factors out of the control of the Contractor that are above and beyond a typical season may be requested in writing as a reason for contract period extension.
- C. Contractor shall be required to complete site demolition, installation of gravel pad, rough-in of electrical, water, and sewer utilities to gravel pad. Utilities shall be temporarily capped below pad surface and marked. Calendar days will be paused and the contractor shall demobilize from the site until placement of the Temporary Terminal Building has been completed by others. Once notified, the contractor shall re-mobilize within ten business days, to complete the final utility connections to the Temporary Terminal Building.

The Existing Terminal Building is set to be demolished by others before the Temporary Terminal Site Preparation begins. The city will be disconnecting the lift station control panel from the Existing Terminal.

If the Existing Terminal is not demolished by the time the Temporary Terminal Site Preparation begins, the contractor will be responsible for disconnecting the lift station panel from the Existing Terminal as indicated on Plan Sheet 6: Demolition Plan.

- D. The Airport will provide Construction Observation through the project and will designate a Resident Project Representative (RPR). The Contractor shall provide Quality Control and Quality Acceptance as outlined in the Contract Documents / Specifications.

- E. Contractor's access roads, haul roads, contractor employee parking, and staging areas are shown on the Construction Safety & Phasing Plan (CSPP) sheets.
- F. All bidders should carefully review the safety notes and details on the CSPP sheets. Contractor will be responsible for maintaining and checking the operation of the low profile barricades throughout the duration of the project. Contractor will be responsible for providing escort to direct equipment & material deliveries to and from contractor work limits.

Airport Manager will review CSPP and safety notes with Contractor, Contractor Staff, and RPR prior to work starting.

- G. Contractor is required to document the condition of the haul route, public and airport pavements in the vicinity of the construction limits prior to mobilizing to the jobsite. Video and photo documentation shall be provided to the RPR and Airport prior to beginning work. Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the RPR at the Contractor's expense.
- H. Bidders are encouraged to thoroughly read the Pay Items Notes on Plan Sheet 2.
- I. Contractor and employees will not be required to be badged prior to gaining access to the airfield.
- J. Contractor will be responsible for providing their own communications that do not interfere with air traffic or equipment.
- K. Contractor is responsible for providing their own air band radios to monitor air traffic as required in the CSPP.
- L. Contractor will be responsible for maintaining and checking the operation of the erosion control throughout the duration of the project.
- M. Excess soil/excavation shall become the property of the Contractor and shall be disposed of offsite and per applicable regulations.
- N. Borrow material for fill as needed is the responsibility of the Contractor to locate, supply, and deliver.
- O. All waste material shall become the property of the Contractor and be removed from the Airport per applicable regulations.
- P. Contractor to coordinate with the City water department for water access, meter, pricing, and rules.
- Q. A stand of grass shall be established on all disturbed ground.
- R. The contractor will be required to have a full-time project superintendent onsite throughout the duration of the project. **If there is a need for switching the full-time, onsite superintendent, the Contractor will need to submit a request to the RPR for the change, and it may be approved by the Airport and RPR. The contractor shall provide the Airport and the RPR a 24/7 contact to address any concerns.**
- S. Contractor shall attend weekly progress and safety meetings with the Airport Manager and the RPR every Monday.

- T. The Contractor will be required to locate all private and public utilities. Location of utilities provided in the Plans are general locations and should be verified by the Contractor. If utilities are not located by OKIE, contractor is responsible for locating and protecting.
- U. Contractor shall be responsible for applying for and coordinating of all applicable Federal, State, and Local permits and pay any required permitting fees.

This is a city project so a city permit will be required. However, the city fee will be waived, but fees will not be waived for trade permits.

IV. Questions from Attendees.

When is work anticipated to begin?

Work is anticipated to begin 1 to 1½ months from bid opening pending successful contract execution.

Where does the water line connect to the existing terminal?

The Plumbing Underfloor Plan and the Site and Utility Plan from the Original Terminal Construction Plans will be included via addendum. The accuracy of the utility locations has not been verified. The contractor that is demolishing the Existing Terminal will mark utility tie-ins when demolition is complete. If the Existing Terminal is not demolished prior to mobilizing for the Temporary Terminal, it should be the responsibility of the Contractor to locate tie-in locations, sizes, and requirements.

Will the fence scheduled for removal in front of the Existing Terminal Building be replaced?

No. The fence will not be replaced.

Can the transformer near the Temporary Terminal Building be tied into?

Lochner will contact OG&E for clarification, and this will be addressed via addendum.

Can the electrical meter be moved closer to the Temporary Terminal Building?

This will be addressed via addendum.

Is the Temporary Terminal Building wired for single phase or three phase?

Manufacturer Plans for the Temporary Terminal Building will be provided via addendum for clarification.

Will conduit be used for running electrical connection to Temporary Terminal Building?

Yes. All cable runs shall be installed in conduit for making electrical connections.

Clarification that Temporary Terminal Building will not be placed in the same location as the Existing Terminal Building. See Plan Sheet 7: Site Plan.

V. Site Visit for Attendees.

CITY OF SHAWNEE, OKLAHOMA SHAWNEE REGIONAL AIRPORT

Base Bid: Temporary Terminal Building

CITY OF SHAWNEE BIG NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

PRE-BID MEETING
Thursday, April 11th at 11:00 AM

ATTENDEES LIST

	<u>NAME</u>	<u>COMPANY</u>	<u>TELEPHONE</u>	<u>EMAIL</u>
1	Patrick Barnas	Lochner	405-418-5881	okcbids@hwlochner.com
2	Josh Rethford	Rethford Electric	405-830-2196	rethfordelectric@gmail.com
3	Bill Buckmaster	TLC Engineering	832-849 7693	b.buckmaster@tلعng.com
4	Brian Wolfe	WolfeCo Construction	405-220-5270	BrianWolfe15@gmail.com
5	Dave Haynie	Dave Haynie LLC	405-834-5888	dahaynie@aol.com
6	Irish Woodmansee	CPI	405 227 7801	woodmansee84@gmail.com
7	Nick Peters	CP3 Enterprises	405-226-1495	CP3nick@yahoo.com
8	Richard Hull	Jim Cooley Const	405-528-8093	Bids and marketing 7 Cooley Construction
9	Burl Wilkins	Haskell Leman Group	405-947-6069	bids@haskellleman.com
10	Danny Visc, Jr	COS	405/878-1607	danny.visc@shawnee.org
	Bonnie Wilson	Shawnee Regional Airport	405-878-1633	bonnie.wilson@shawneetok.org
12	James Perigo	PBW Consulting	918-829-6000	Jamesperigo79@gmail.com
13	Melissa Barclay	Del Sol Consulting	225-324-3384	melissa.barclay@del-sol-consulting.com
14				

	<u>NAME</u>	<u>COMPANY</u>	<u>TELEPHONE</u>	<u>EMAIL</u>
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**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

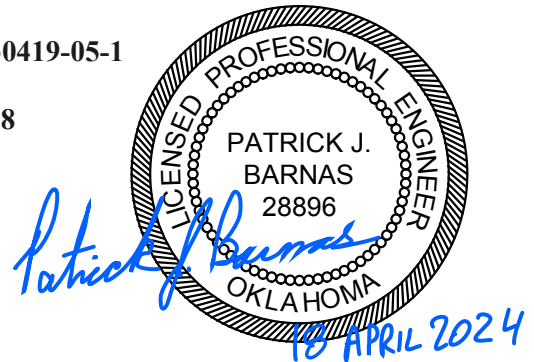
Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

ADDENDUM NO. 2

April 18, 2024



TO ALL PROSPECTIVE BIDDERS:

1. The following modifications and clarifications to the **Project Plans/Specifications** have been made.

A. **Clarifications/Additional Information** Bidders shall take note of the following clarifications/additional information to the Plans and Specifications.

- i. Attached for reference are the latest set of the manufacturer plans, as received from the City on 12/22/2023, for the Temporary Terminal Building. The layout of door openings, interior configuration, and the location of utility connections for the exact building to be installed may vary.
- ii. If a DBE firm is utilized on the project a completed Letter of Intent shall be submitted for each DBE firm used, along with the completed Utilization Statement. If a DBE firm is not used, only the Utilization Statement will need to be submitted with the project DBE utilization goal of 0.00% filled in.

2. Additional Information:

- A. All bidders must acknowledge receipt of Addendum Nos. 1&2 in the space provided in the Proposal Form of the Project Specifications. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.
- B. Upon receipt of this addendum, you **must** sign and return the acknowledgement form on Page 2 of this addendum by e-mail to:

LOCHNER

E-Mail: OKCBids@hwlochner.com

**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

ADDENDUM NO. 2

April 18, 2024

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 2

The undersigned hereby declares that he/she has received Addendum No. 2, dated April 18, 2024, for the subject project. The undersigned will incorporate this Addendum with his/her proposal:

Name of Company: _____

Signature: _____

Title: _____

PROJECT NAME: MOBILE MODULAR - MM2468-1	
BUILDING NO. FOOTAGE: 1504 SQ. FT.	
TEXAS	OKLAHOMA
2002 NEC	2009 NEC
2003 IBC	2003 IBC W/ MOD.
2003 IMC	2006 IMC
2003 IPC	2006 IPC
2003 IECC	2006 IECC
1994 TAS	ASHRAE 90.1-2004
GROUP: E OR B	
CONSTRUCTION TYPE: IBC - V-B	
OCCUPANT LOAD: 72	
PERMISSIBLE GAS TYPE: ☐ LP ☐ NATURAL ☒ N/A	

ROOF LIVE LOAD: 20 PSF
FLOOR LIVE LOAD: 50 PSF
CONC. FLOOR LIVE LOAD: 2000 LBS
WIND LOAD: (130 MPH 3-SEC GUST)
EXPOSURE: B
SEISMIC DESIGN CATEGORY B

1. HANDICAP ACCESS & SIGNAGE TO BE PROVIDED AS REQUIRED BY OTHERS APPLICABLE.
2. THE BUILDING IS TO BE LOCATED PER THE REQUIREMENTS OF TABLE 602 OF THE 2003 IBC
3. FIRE EXTINGUISHER(S) SHALL BE INSTALLED ON-SITE BY OTHERS.
4. ANY REQUIRED ALARM SYSTEM SHALL BE INSTALLED ON-SITE BY OTHERS.
5. ANY REQUIRED DRAIN FOR THE RESTROOM SHALL BE INSTALLED ON-SITE BY OTHERS.
6. ANY REQUIRED 18" VERTICAL GRABBER SHALL BE SUPPLIED INSTALLED ON-SITE BY OTHERS.
7. ANY REQUIRED EXTERIOR EMERGENCY LIGHTING SHALL BE INSTALLED ON-SITE BY OTHERS.

1. FOUNDATION AND ANCHORING ARE SUBJECT TO ACCEPTANCE AND INSPECTION BY LOCAL AUTHORITY HAVING JURISDICTION.
2. TIE-DOWN ANCHORING: SEE SHEET S-2
3. CRAWL SPACE VENTILATION TO BE PROVIDED BY OTHERS ON-SITE PER 1203.3.1 OF THE 2003 IBC

NOT INCLUDED IN THE SCOPE OF WORK

1. UTILITIES AND UTILITY CONNECTIONS
2. POURED CONCRETE (DRIVEWAY, SIDEWALK, SLABS, FOOTINGS, ETC)
3. SITE PREPARATION
4. TAX OF ANY KIND.
5. BUILDING PERMITS.

SITE WORK

1. OWNER IS TO EXAMINE THE SITE AND SHALL VERIFY ALL EXISTING CONDITIONS, NO PROVISION FOR SITE WORK HAS BEEN INCLUDED. THE CONTRACTOR SHALL ADVISE THE SITE WILL PROVIDE CLEAR ACCESS FOR TRUCKS AND MODULARS.

2. ALL ELECTRICAL, PLUMBING, SEWER & GAS SERVICE CONNECTIONS AND ALL CONCRETE WORK AT THE SITE TO INCLUDE POURED PIERS, FOUNDATIONS, SLABS, SIDEWALKS, DRIVEWAYS OF WHATEVER KIND ARE THE RESPONSIBILITY OF THE OWNER.

STATE DECAL: STATE DECAL AND DATA PLATE PLACED IN PANEL BOX; OR PLACE ABOVE CEILING ON HITCH END (IF NO PANEL IS ON UNIT)
DECAL: MOBILE MODULAR ON REAR ENDWALL (SEE A-4)

OUTRIGGERS: 96" O.C. W/ 96" O.C FRAME CLIPS
CROSSMEMBERS: 48" O.C.
BEAM: 12" JR. I-BEAM (99-1/2" CENTERS)
HITCH: DETACHABLE HITCH
AXLES: THREE W/ NEW BRAKES ON TWO AXLES
(ALLOW FOR QUAD W/ EXTRA HANGERS)
TIRES: G (14-PLY)
FRAME: MEDIUM
RUN WIRING FOR TAIL LIGHTS;AMTEX TO INSTALL TAIL LIGHTS

BOTTOM BOARD: ROLL, POLYETHYLENE FIBER MESH
INSULATION: R-19 UNFACED (FORMALDEHYDE FREE)
JOISTS: 2x6 NO. 2 SYP OR BTR. AT 16" O.C.
SIDEBOARD JOISTS: DOUBLE 2x6 SYP NO 2 OR EQUAL
DECKING: 3/4" T&G PLYWOOD
(SHIPLOOSE 5/8" FILLER STRIPS FOR MATELINE)
FLOOR COVER: 1/8" TIL #15186 - SANDRIFT WHITE
HOLD TIE BACK 5/8" FROM MATELINE
ALL TIE TO BE RAN THE SAME DIRECTION; NOT STAGGERED
COVE BASE: 4" VINYL CB-57 - DOVE GRAY (HOLD BACK 18")

SIDEWALL HEIGHT: REFERENCE SHEET A-3
STUDS: 2x4 NO. 2 SYP OR BTR AT 16" O.C.
FLOOR: 1x12 DOUGL. FIR OR 2x10 SDOUGL. ONLY
BOTTOM PLATE: SNGL 2x4 SYP NO. 2 OR BTR
TOP PLATE: DBL 2x4 SYP NO. 2 OR BTR
HEADERS: DOUBLE 2x4 SYP WITH 1/2" PLYWOOD FILLER
FIRE BLOCKING: 2x12 MIN. AT ALL WALL PENETRATIONS
INSULATION: R-13 Faced (FORMALDEHYDE FREE)
SHEATHING: WYERHAUSER OR EQUIV. (FULL PERIMETER)
AND 3/8" CDX PLYWOOD (ENDWALLS ONLY)
HOLDING: 0149 26GA PANEL LIGHT STONE
HOLD SIDS UP 1" AT BOTTOM EDGE
EXT. TRIM: 26GA R-PANEL - TOP, BOTTOM, CORNERS,
WINDOWS & DOORS
LIGHT STONE
COCOA BROWN @ RAKE & EAVE TRIM
SKIRTING: [14] SHEETS OF 3x9' 26GA R-PANEL
[17] SHEETS OF 3x9' PERFORATED R-PANEL
LIGHT STONE

WALL HEIGHT: FULL HT. @ CENTER CLASSROOM WALL
OPTIONAL WALLS: 7'-11"; PLENUM WALL @ 8'-1 1/2"
STUDS: 2x4 SYP. NO. 2 OR BTR @ 16" O.C.
BOTTOM: 2x4 SYP. NO. 2 OR BTR @ 16" O.C. OR BTR
TOP PLATE: DBL 2x4 SYP. NO. 2 OR BTR
HEADERS: SINGLE 2x4 SYP PLATE
FIRE BLOCKS: 2x4 MIN. AT CLG LINE AS REQ'D.
COVERING: 1/2" GYPSUM BOARD @ HAMPTON GRAY
TRIM: STD. V.G.G. - 1" WIDTH
3" TRI-MOLD @ CORNERS
3" BATT. @ VERTICAL JOINTS
INSTALL CEILING FAN @ PARTITIONS
HOLD BACK TOP TRIM ONLY
SHOULDER 3" BATTENS FOR MAELINES
FRP. 4" BEHIND WALL SIDE OF W.C.
INSULATION: R-11 UNFACED IN CENTER CLASSROOM WALL

SIZE/TYPE: 46" X 39" H.S. BRONZE/CLEAR
DUAL INSULATED GLASS / LOW E
BRAND: H-R
MISC: SETS OF 45" ALUMN. MINIBLINDS
ALABASTER
[INSTALL W/ BUTYL TAPE & DECK/DRYWALL SCREWS]
NO NAILS ARE PERMITTED FOR WINDOW INSTALLATION

EXTERIOR: 36"x80" STEEL ACTIVE (RLC3) W/ BRONZE
ALUMINUM FRAME & 12x12 WIRED GLASS
PAINTED: (EXT. SIDE) CAPE; (INT. SIDE) HONEY PECAN
EXTERIOR
PANIC LEVER (MONARCH 198L)
MORTISE CYLINDER (6-PIN IC BFAL)
HYD. CLOSER (NORTON 161 BFXAL)
BOTTOM SWEEP
SPECIAL CAP 3/4"x1-3/16"x3/4"
INSTALL W/ BUTYL TAPE & 1-5/8" DECK SCREWS
NO NAILS OR PERMITTING FOR WALL MOUNT
MIN. (2) KEYS PER LOCKING DOOR (INTERIOR & EXTERIOR)
INTERIOR: 36"x80" LEGACY WALNUT - HOLLOW CORE
3/4" BACKSET FOR HORIZONTAL
INTERIOR HARDWARE
PASSAGE (SCHLAGE AL70PD - SATURN LEVER)
PRIVACY (SCHLAGE AL40S-5A-62S-WA)
TIMELY-FRAME (BRONZE STEEL)
TIMELY-HINGES (BRONZE) 1226 FINISH
MISC. WALL, MTD. DOOR, STOPS

RAFTERS: 2x6 #2 SYP. OR BTR. @ 24" O.C.
RIM MBR: SNG. 2x6 SYP #2
RIDGE BEND: 3 LAYER - 28" HEIGHT & 64' LENGTH
CEILING: 2x4' ACOUSTIC TILE LAYIN @ 7'-11" A.F.F.
CEILING TO FLOAT OVER INTERIOR WALLS
ARMSTRONG #3910 12" X 12" ACOUSTIC TILE
ARMSTRONG PRELUDE XL WHITE GRID
(MAIN TEES TO RUN FULL LENGTH @ 48" O.C.)
INSULATION: R-300 UNFACED (FORMALDEHYDE FREE)
SHEATHING: (1) LAYER 15# FELT OR EQUIV. OVER
1/2" CDX PLYWOOD W/ H-CUPS
ROOFING: .0130 296# IRN STEEL (GALVALUME)
OVERLAP OVERLAP OVERLAP OVERLAP 12 PITCH
NOTE: 12" MODULINE ROOF-FLASHING (4" DOWN)
"CHRISTMAS FOLD" METAL @ ENDWALL ENDS
APPLY SILICONE @ RAKE TRIM TO ROOF TRANSITION

SERVICE: 120 V/240 SINGLE PHASE
LOAD CENTER: [01] 200 AMP, EXT. MOUNT LOAD CTR.
W/ 150 AMP MAIN (NEMA-3R)
MODEL: CUTLER HAMMILL 900Z0R W/BW215R
ENTRANCE: ON-SITE BY OTHERS
WIRING: EMT W/ #12 WIRE & MC CABLE FIXTURE WHIPS
LIGHTS: [02] 48" T-8 4 TUBE FLUORESCENT TROFFERS
[02] PORCH LT. W/ PHOTO-CELL FLUORESCENT
[02] EMERGENCY/EXIT LIGHT W/ BATTERY BACKUP
OPTIONAL FANS: [02] 100CFM EXHAUST FAN/LIGHT COMBO
RECEPTS: [01] STD. 120V DUCK RECEPTABLES
[01] W.P. EXT. GFCI 120V RECEPTACLE

SWITCHES: SEE SHEET E-1
IVORY SWITCHES/RECEPTABLES & COVER PLATES
NOTATIONS: [02] 2x4 EMPTY BOX W/ 3/4" EMT STUBBED
UP ABOVE CEILING & DOWN BELOW FLOOR
[06] 4x4x2 EMPTY BOX W/ 3/4" EMT STUBBED
DOWN TO CEILING (FOR FIRE ALARM)
[07] 2x4 WIRED J-BOXES
[02] 2x4 EXPLOSION PROOF RECESSED J-BOX
[01] 12x12x4 TRANSFORMER, 50VA, 240V, 240V/120V
UNION: 0-2000
IN ACCORDANCE WITH INEPC-1000 Modified pursuant to

WATER SUPPLY: CPVC
WASTE: PVC SCHEDULE 40 [MULTIPLE DROPS]
WATER HEATER: [01] EEMAX SP-55
WATER CLOSET: [02] H.CAP ELONGATED BOWL W/ TANK
W.C.: BRIGGS 4878-130
L.H. TANK.: BRIGGS 4440-130
R.H. TANK.: BRIGGS 4442-130
LAVATORY: [02] WALL HUNG AT HANDICAP INS. W/
DUAL LEVER FAUCET, INSULATE HOT
SUPPLY AND DRAIN TAILPIECE.
GERBER #12-654

MISC:INSTALL 2-SETS OF S.S. GRAB BARS
[02] T.P. HOLDERS, [02] 18"X36" FRAMED MIRRORS
A SERVICE SINK SHALL BE AVAILABLE ON-SITE OR BE
INSTALLED AS REQUIRED BY LOCAL OFFICIALS.
DRINKING FOUNTAIN SHALL BE AVAILABLE ON-SITE OR
BE INSTALLED BY OTHER AS REQUIRED BY LOCAL
OFFICIALS.
ALL FIXTURE MOUNTING HEIGHTS PER STATE CODE

HVAC: [02] 3-TON WALL MTD. WITH 10 KW HEAT STRIP
CRV-3/ W 60A DISCONNECT (BARD - BEIGE)
MODEL #: WA37A10VXXXXX
THERMOSTAT: [02] PROGRAMMABLE (ROBERT SHAW 9600)
DUCTS: FIBERGLASS - 1-1/2" (R-6)
SUPPLY: 24"x24" DIFFUSER
(SHOEMAKER 104 SERIES OR EQUAL, 4-WAY
STAMPED, CURVED BLADE, W/ 12X12 FACE)
NC (NOISE COEFFICIENT) TO BE LESS THAN 35
RETURN-AIR: ABOVE CEILING WALL
W/ JUMP DUCTS & FLEX (R-6)
MISC: FRESH AIR VENTILATION IS PROVIDED THRU
MOTORIZED AIR DAMPER IN THE HVAC SYSTEM.

MISC: [02] 5# WALL MOUNTED FIRE EXTINGUISHERS
 W/ 1YR. CERTIFICATION TAG (SHIPDOOSE)
 [02] 4'x4' CORK BOARDS (BESTRITE)
 [04] 8'x4' MARKER BOARDS (BESTRITE)
ADDITIONAL SHIPDOOSE
 12" PEEL & SEAL & POLYGUARD 600
 TRIM (CORNERS & Z's FOR APPL)
 ALL FASTENERS FOR SKIRTING

COVER SHEET / SPECIFICATIONS
ENERGY DESIGN INFORMATION
FLOOR PLAN
CROSS-SECTION
EXTERIOR ELEVATION
HVAH LAYOUT
ELECTRICAL
PANEL BOX & ELECTRICAL
PLUMBING
RIDGE BEAM
BLOCKING & TIEDOWN
HEAT LOSS CALCULATIONS

STATE OF LOUISIANA
JOSEPH H. STEEDE, JR.
LICENSE NO. 30060
REGISTERED PROFESSIONAL ENGINEER

SEE ATTACHED

JOE STEEDE, P.E.
13899 GOLDMARK, SUITE 374
DALLAS, TX 75250 PHONE: (972) 238-1611

ODE COUNCIL

[illegible]

ENERGY DESIGN INFORMATION: [TX.]

CLIMATE ZONE: 4b window and glazed door area 10 percent or less
HDD [HEATING DEGREE DAYS]: 1371

R-VALUES TO COMPLY WITH TABLE: 802.2(13)
ACTUAL INSULATION R-VALUES IN BUILDING:
CEILING: ALL WOOD JOIST / TRUSS - R-30
FLOOR: ALL WOOD JOIST / TRUSS - R-19
WALLS: WOOD FRAME, ANY SPACING - R-13

WINDOW U-FACTOR: 0.55
WINDOW SHGC: 0.33
GLASS DOOR U-FACTOR: 0.00
GLASS DOOR SHGC: 0.00

SOLID DOOR U-FACTOR: 0.50

SWITCHING SCHEMES SHALL BE PER ELECTRICAL PLAN

LIGHT FIXTURES: 48" 4-TUBE T-8 W/ ELEC. BALLAST AT 122 WATTS
PORCH LIGHT FLUORESCENT W/ ELEC. BALLAST AT 13 WATTS
FAN/LIGHT 60 WATT INCANDESCENT
EMERGENCY/EXIT LIGHT 40 WATT INCANDESCENT

EQUIPMENT EFFICIENCIES: HVAC MUST COMPLY WITH SECTION 803
AND TABLE 803.2.2(1) OF THE 2003 IECC [MIN. 9.7 SEER]
WATER HEATING COMPONENTS SHALL BE PER SECTION 804 AND
TABLE 804.2 OF THE 2003 IECC TO BE CONSISTENT WITH THE
NATIONAL APPLIANCE ENERGY CONSERVATION ACT OF 1987.

SYSTEM CONTROLS: HEATING AND COOLING SYSTEMS SHALL
BE PROVIDED WITH PROGRAMMABLE THERMOSTAT PER
SECTION 803.2.3.1 OF THE 2003 IECC.

OUTDOOR AIR VENTILATION RATES SHALL COMPLY WITH
TABLE 403.3 OF THE 2003 IECC: 20 CFM PER PERSON

DUCT INSULATION SHALL COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC:
R-5 INSULATION WHEN LOCATED IN UNCONDITIONED SPACE
R-8 INSULATION WHEN LOCATED OUTSIDE BUILDING ENVELOPE
DUCT SEALING MUST COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC.

ENERGY DESIGN INFORMATION: [OK.]

CLIMATE ZONE: 8 window and glazed door area 10 percent or less
HDD [HEATING DEGREE DAYS]: 3691

R-VALUES TO COMPLY WITH TABLE: 802.2(20)
ACTUAL INSULATION R-VALUES IN BUILDING:
CEILING: ALL WOOD JOIST / TRUSS - R-30
FLOOR: ALL WOOD JOIST / TRUSS - R-19
WALLS: WOOD FRAME, ANY SPACING - R-13

WINDOW U-FACTOR: 0.55
WINDOW SHGC: 0.33
GLASS DOOR U-FACTOR: 0.00
GLASS DOOR SHGC: 0.00

SOLID DOOR U-FACTOR: 0.50

SWITCHING SCHEMES SHALL BE PER ELECTRICAL PLAN

LIGHT FIXTURES: 48" 4-TUBE T-8 W/ ELEC. BALLAST AT 122 WATTS
PORCH LIGHT FLUORESCENT W/ ELEC. BALLAST AT 13 WATTS
FAN/LIGHT 60 WATT INCANDESCENT
EMERGENCY/EXIT LIGHT 40 WATT INCANDESCENT

EQUIPMENT EFFICIENCIES: HVAC MUST COMPLY WITH SECTION 803
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WATER HEATING COMPONENTS SHALL BE PER SECTION 804 AND
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OUTDOOR AIR VENTILATION RATES SHALL COMPLY WITH
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R-8 INSULATION WHEN LOCATED OUTSIDE BUILDING ENVELOPE
DUCT SEALING MUST COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC.

ENERGY DESIGN INFORMATION: [LA.]

CLIMATE ZONE: 4b window and glazed door area 10 percent or less
HDD [HEATING DEGREE DAYS]: 1810

R-VALUES TO COMPLY WITH TABLE: 802.2(13)
ACTUAL INSULATION R-VALUES IN BUILDING:
CEILING: ALL WOOD JOIST / TRUSS - R-30
FLOOR: ALL WOOD JOIST / TRUSS - R-19
WALLS: WOOD FRAME, ANY SPACING - R-13

WINDOW U-FACTOR: 0.55
WINDOW SHGC: 0.33
GLASS DOOR U-FACTOR: 0.00
GLASS DOOR SHGC: 0.00

SOLID DOOR U-FACTOR: 0.50

SWITCHING SCHEMES SHALL BE PER ELECTRICAL PLAN

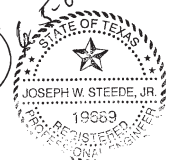
LIGHT FIXTURES: 48" 4-TUBE T-8 W/ ELEC. BALLAST AT 122 WATTS
PORCH LIGHT FLUORESCENT W/ ELEC. BALLAST AT 13 WATTS
FAN/LIGHT 60 WATT INCANDESCENT
EMERGENCY/EXIT LIGHT 40 WATT INCANDESCENT

EQUIPMENT EFFICIENCIES: HVAC MUST COMPLY WITH SECTION 803
AND TABLE 803.2.2(1) OF THE 2003 IECC [MIN. 9.7 SEER]
WATER HEATING COMPONENTS SHALL BE PER SECTION 804 AND
TABLE 804.2 OF THE 2003 IECC TO BE CONSISTENT WITH THE
NATIONAL APPLIANCE ENERGY CONSERVATION ACT OF 1987.

SYSTEM CONTROLS: HEATING AND COOLING SYSTEMS SHALL
BE PROVIDED WITH PROGRAMMABLE THERMOSTAT PER
SECTION 803.2.3.1 OF THE 2003 IECC.

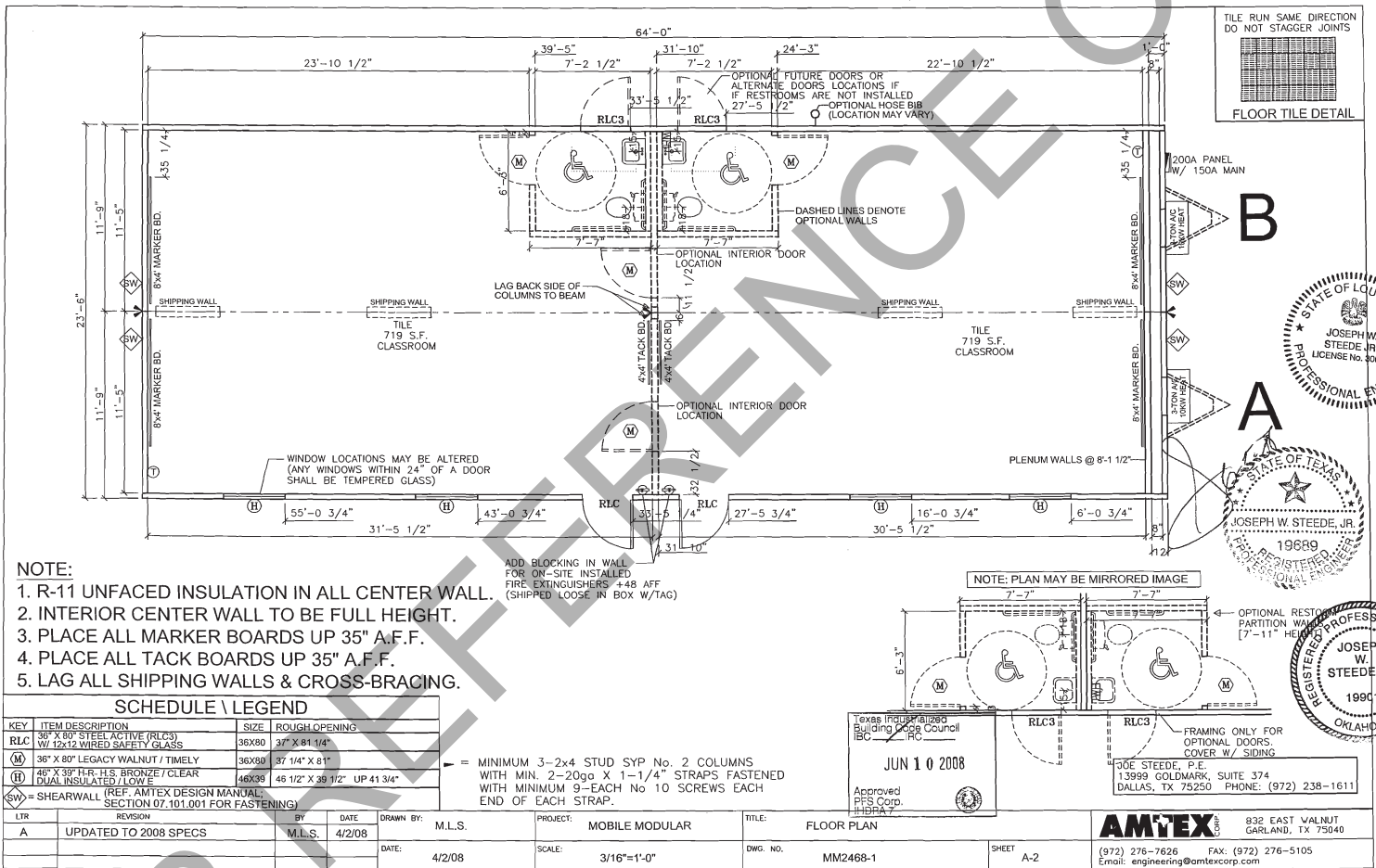
OUTDOOR AIR VENTILATION RATES SHALL COMPLY WITH
TABLE 403.3 OF THE 2003 IECC: 20 CFM PER PERSON

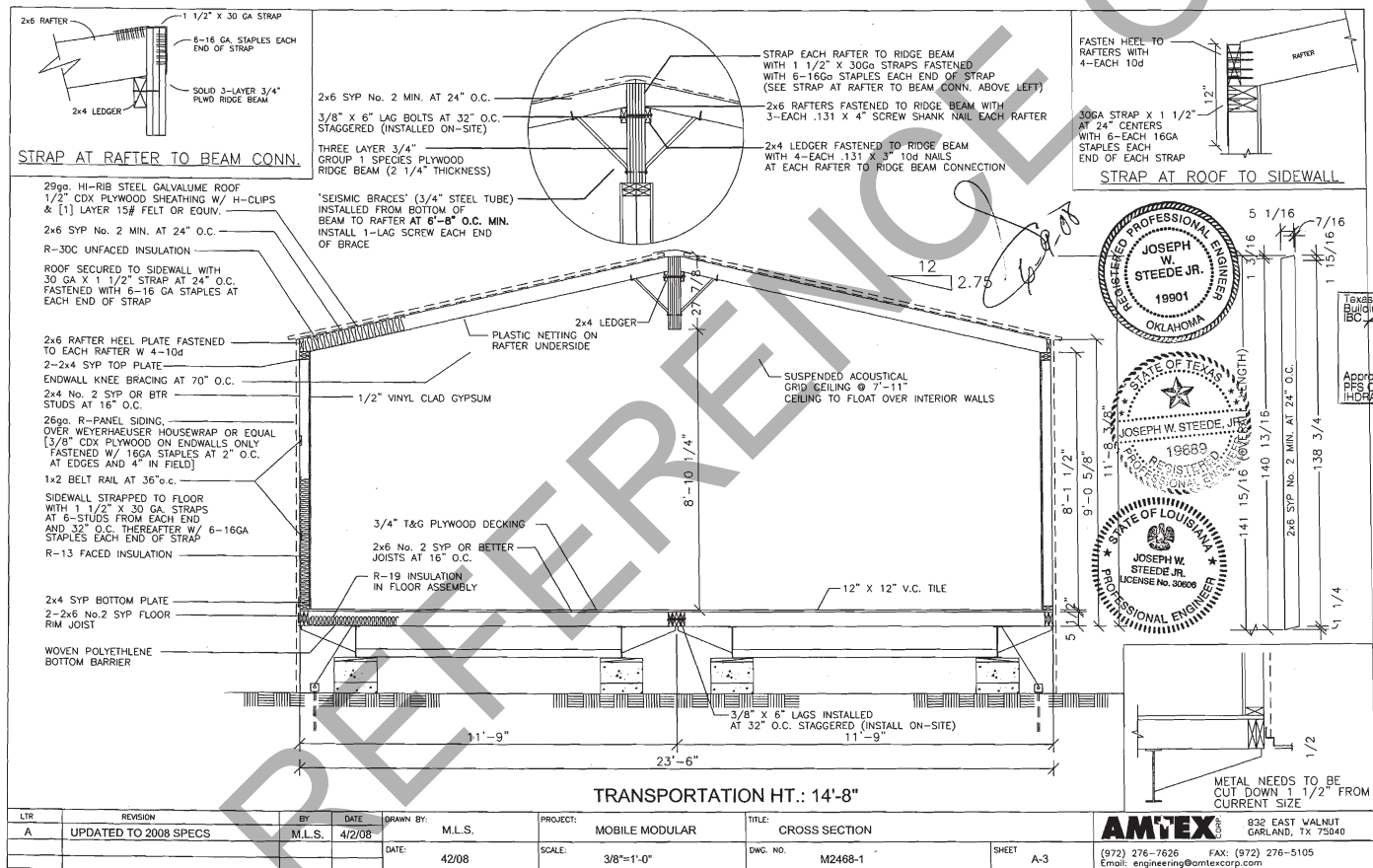
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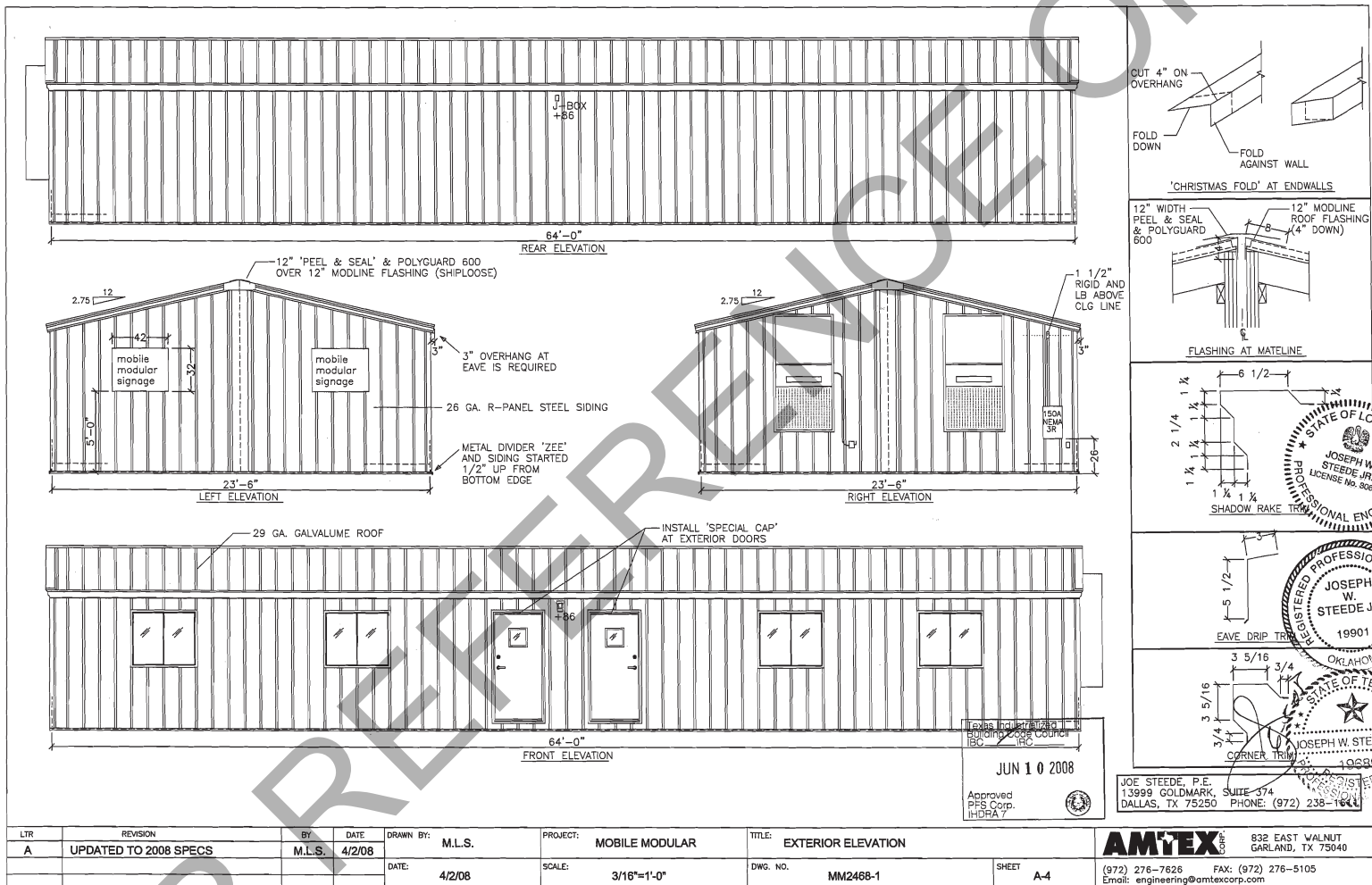


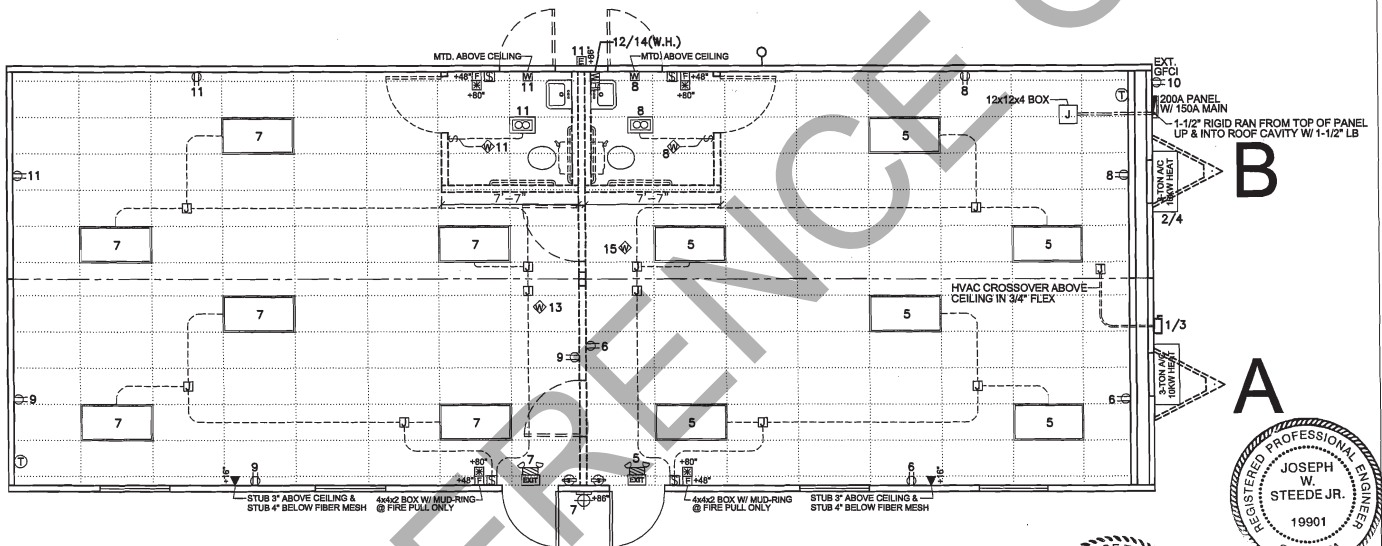
JOE STEEDE, P.E.
13998 GOLDMARK, SUITE 374
DALLAS, TX 75250 PHONE: (972) 238-1611

LTR	REVISION	BY	DATE	DRAWN BY:	PROJECT:	TITLE:	DWG. NO.	SHEET	AMTEX
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	ENERGY DESIGN INFORMATION	MM2468-1	A-1.1	832 EAST WALNUT GARLAND, TX 75040 (972) 276-7626 FAX: (972) 276-5105 Email: engineering@amtexcorp.com
				DATE: 4/2/08	SCALE: N.T.S.				



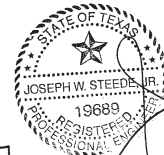
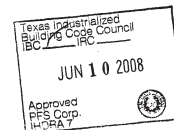






SYMBOL LEGEND

	2'x4' T-8 4 TUBE TROFFER W/ DIFFUSED LENS		4x4x2 EMPTY J-BOX W/ 3/4\"/>		EXT. DISCONNECT		200 AMP LOAD CENTER W/ 150A MAIN BREAKER (CUTLER HAMMER)
	75 CFM FAN LIGHT COMBO		WIRED J-BOX MTD. ABOVE CEILING W/ COVER PLATE		120v DOUBLE TOGGLE SWITCH		THERMOSTAT LOCATION (+48")
	EXT. PORCH LIGHT W/ PHOTO CELL		2x4x2 WIRED WALL MTD. WIRED J-BOX W/ COVER PLATE		120v SINGLE TOGGLE SWITCH		EMPTY FIRE ALARM BOXES STUBBED UP W/ EMT
	EMER./EXIT W/ BATT. BACKUP		2x4x2 EXTERIOR WIRED J-BOX RECESSED IN WALL (NEMA 3R)		120v DUPLEX RECP.		FIRE PULL UP 48"
							4x4x2 EMPTY BOX
							4x4x2 EMPTY BOX



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LTR	REVISION	BY	DATE	DRAWN BY	PROJECT	TITLE	DWG. NO.	SHEET	AMTXX	832 EAST WALNUT GARLAND, TX 75040
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	ELECTRICAL	MM2468-1	E-1	(972) 276-7626 FAX: (972) 276-5105 Email: engineering@amtexp.com	
				DATE:	SCALE:					
				4/2/08	3/16"=1'-0"					

PANEL BOX LOAD CALCULATION
02 3-TON AC W/10KW (HEATING CONTROLS)

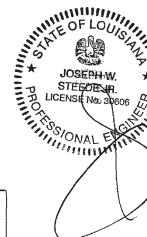
21248 WATTS

OTHER LOADS:

12 FOUR TUBE FLR. LIGHT AT 122 WATTS EACH X 125%	1830 WATTS
01 FLUORESCENT PORCH LIGHT AT 13 WATTS EACH X 125%	16 WATTS
01 120V WIRED J-BOX AT 13 WATTS X 125% (EXTERIOR)	16 WATTS
10 120v RECEPTACLES AT 180 WATTS EACH	1800 WATTS
01 W.P. EXT. GFCI 120v RECEP. AT 180 WATTS	180 WATTS
02 120v WIRED J-BOX AT 800 WATTS EACH	1600 WATTS
02 EMER/EXIT SIGN W/ BATT. BACKUP AT 18 WATTS X 125%	45 WATTS
02 120V WIRED J-BOX AT 18 WATTS EACH X 125% (ABOVE DOOR)	45 WATTS
02 75CFM FAN LIGHT COMBO AT 156 WATTS	312 WATTS
02 120v WIRED J-BOX AT 156 WATTS EACH (R.R.'S)	312 WATTS
01 EEMAX SP-55 WATER HEATER AT 5500 WATTS	5500 WATTS
TOTAL LOADS:	32904 WATTS

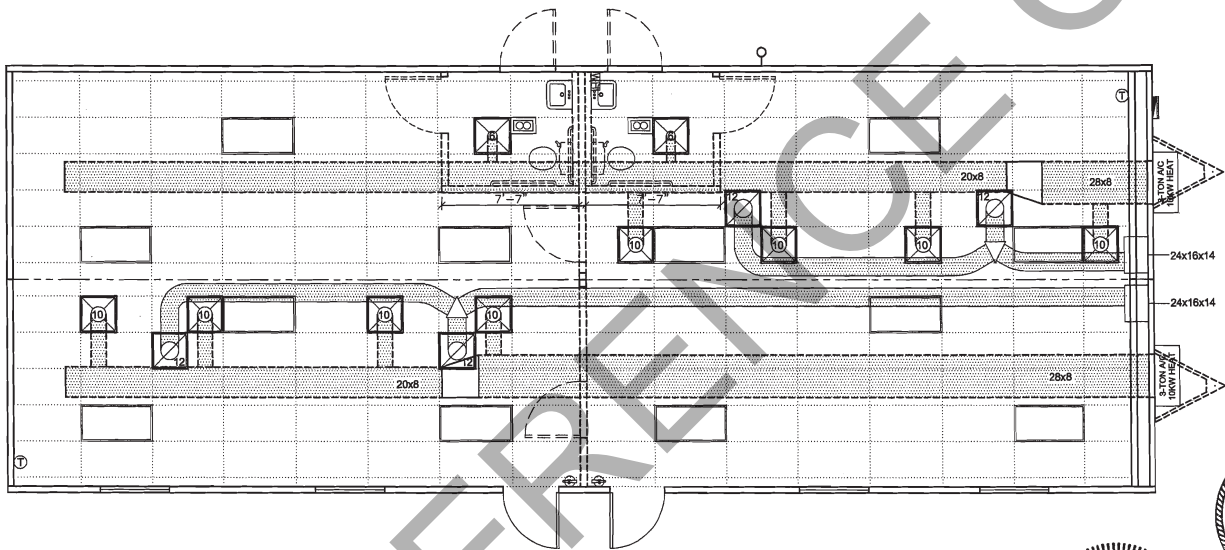
32904 WATTS ÷ 240 = 137 AMPS

PANEL BOX 200 AMP W/ 150A MAIN BREAKER EXTERIOR NEMA-3R									
WIRE	CIRCUIT	AMP			AMP			CIRCUIT	WIRE
#6	HVAC UNIT BUILDING A	60	1	2	60			HVAC UNIT BUILDING B	#6
		2P	3	4	2P				
#12	LIGHTS	20	5	6	20			RECEPTACLES	#12
#12	LIGHTS	20	7	8	20			RECEPTACLES	#12
#12	RECEPTACLES	20	9						
#12	RECEPTACLES	20	11	10	20			EXTERIOR RECEP.	#12
#12	WIRED J-BOX	20	13	12	30			WATER HEATER OPTIONAL	#10
#12	WIRED J-BOX	20	15	14	2P				
GROUND BAR					NEUTRAL				



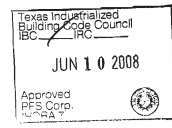
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LTR	REVISION	BY	DATE	DRAWN BY	PROJECT	TITLE	SHEET	AMTEx	832 EAST WALNUT GARLAND, TX 75040
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	PANEL BOX & ELECTRICAL CALCS.	E-1.1	(972) 276-7626 FAX: (972) 276-5105 Email: engineering@amtexcorp.com	
				DATE: 4/2/08	SCALE: N.T.S.	DWG. NO. MM2468-1			



B

A



JOE STEEDE, P.E.
13999 GOLDMARK, SUITE 374
DALLAS, TX 75250 PHONE: (972) 238-1611

SYMBOL LEGEND

 24" X 24" DIFFUSER

 JUMP DUCT

NOTE:
1. 1-1/2" (R-6) SUPPLY & RETURN DUCT/FLEX.

LTR	REVISION	BY	DATE	DRAWN BY:	M.L.S.	PROJECT:	MOBILE MODULAR	TITLE:	CEILING & HVAC LAYOUT	
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08			DATE:	4/2/08	SCALE:	3/16"=1'-0"	DWG. NO.
									MM2468-1	SHEET
										M-1

AMTEX 832 EAST WALNUT GARLAND, TX 75040
(972) 276-7626 FAX: (972) 276-5105
Email: engineering@amtexcorp.com

DWV PIPING LEGEND

	1 1/2" DWV LINE
	2" DWV LINE
	3" DWV LINE

NOTE: DRAIN 'TREES' ARE STUBBED THRU FLOOR ONLY AT FACTORY AND FINAL CONNECTION TO SEWER IS TO BE COMPLETED ON-SITE BY OTHERS.

PIPING 2" OR SMALLER SHALL BE SUPPORTED 4' O.C. HORIZONTALLY @ FLOOR, CEILING, & MID-STORY VERTICALLY PER TABLE 308.5 FOOT B OF THE 2003 IPC

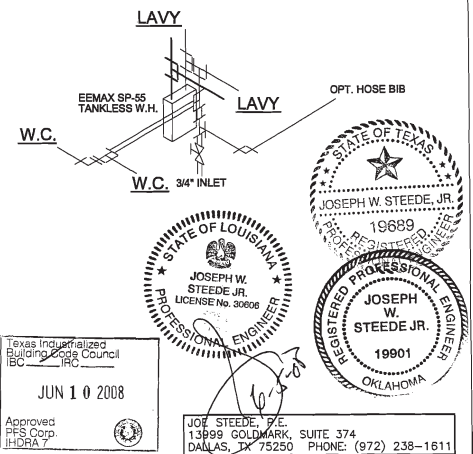
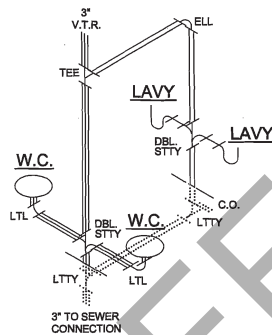
MANIFOLD PROVIDED & INSTALLED ON-SITE BY OTHERS.

WATER LINE LEGEND

	1/2" WATER LINE
	3/4" WATER LINE

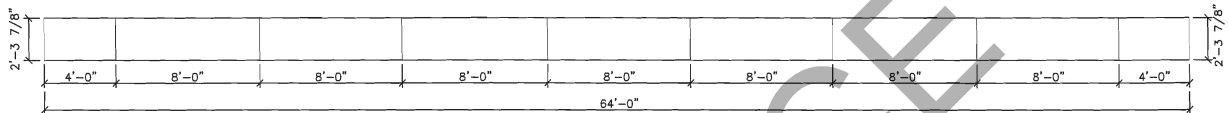
NOTES:

1. PER SECTION 606.2 OF THE 2003 IPC. A SHUT-OFF VALVE SHALL BE INSTALLED AT EACH FIXTURE & WATER HEATER.
2. PIPING 1" OR SMALLER SHALL BE SUPPORTED 3' HORIZONTALLY @ FLOOR, CEILING, & MID-STORY VERTICALLY PER TABLE 308.5 FOOTNOTE B OF THE 2003 IPC.

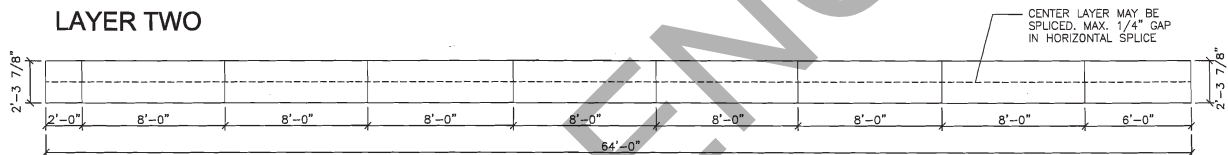


LTR	REVISION	BY	DATE	DRAWN BY	PROJECT	TITLE	SHEET	AMTEx	832 EAST WALNUT GARLAND, TX 75040
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	PLUMBING - DRAIN / WATER	P-1	(972) 276-7626 FAX: (972) 276-5105 Email: engineering@amtexcorp.com	
			DATE: 4/2/08		SCALE: N.T.S.	DWG. NO. MM2468-1			

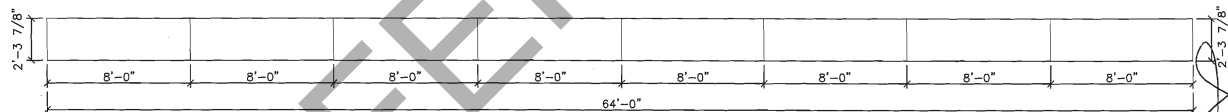
LAYER ONE



LAYER TWO

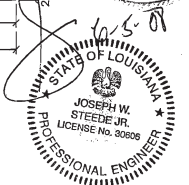
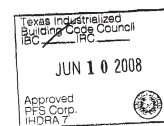


LAYER THREE



RIDGE BEAM NOTES:

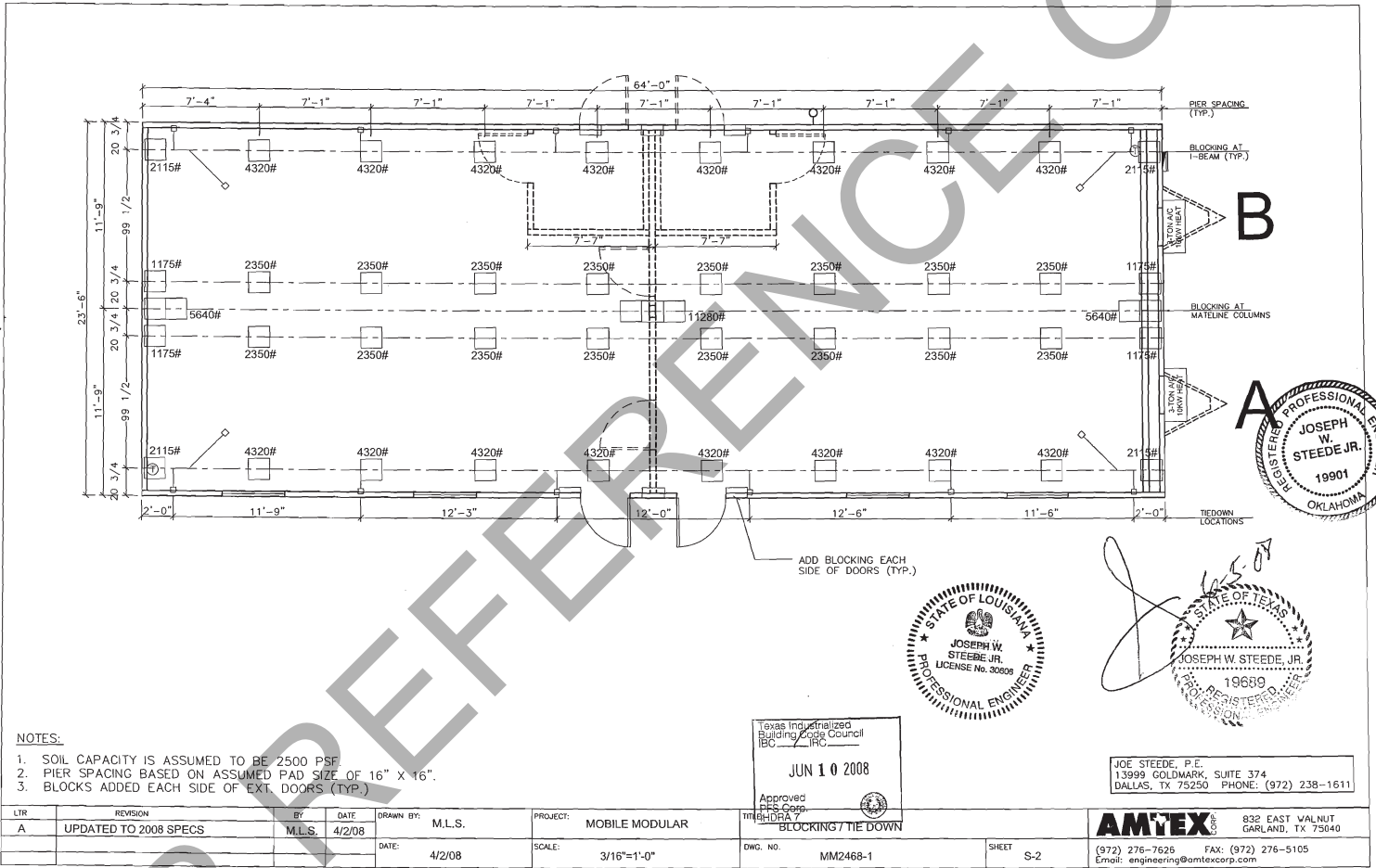
1. RIDGE BEAM CONSTRUCTION IS THE SAME FOR BOTH SIDES OF UNIT (MIRRORED).
2. RIDGE BEAM IS CONSTRUCTED WITH 3/4" 5-PLY, 5-LAYER GROUP 1 SPECIES PLYWOOD.
3. RIDGE BEAM CONSTRUCTION SHALL BE IN ACCORDANCE WITH APA PLYWOOD DESIGN SPECIFICATION, SUPPLEMENT 5.



JOE STEEDE, P.E.
13999 GOLDMARK, SUITE 374
DALLAS, TX 75250 PHONE: (972) 238-1611

LTR	REVISION	BY	DATE	DRAWN BY	PROJECT	TITLE		
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	RIDGE BEAM		
			DATE:	4/2/08	SCALE:	3/16"=1'-0"	DWG. NO.	MM2468-1
							SHEET	S-1

AMTEx 832 EAST WALNUT GARLAND, TX 75040
(972) 276-7626 FAX: (972) 276-5105
Email: engineering@amtexcorp.com



STATE(S):

ARKANSAS

BUILDING: 2012 IBC w/AR AMENDS
2012 AR FIRE PREVENTION CODE, VOL II
2006 AR STATE PLUMB CODE, 9TH ED.
PLUMBING: 2010 AR STATE MECH CODE
MECHANICAL: -
LIFE SAFETY: -
ELECTRICAL: 2014 NEC w/AR AMENDS
ENERGY: 2014 AR ENERGY CODE (2009 IECC w/AR AMENDS)
ACCESSIBILITY: 2009 ICC/ANSI A117.1 (2012 IBC CHPT 11)

LOUISIANA

BUILDING: 2015 IBC (EXCEPT CH. 1,11,27,29)
PLUMBING: 2013 LPC
MECHANICAL: 2015 IMC
ELECTRICAL: 2014 NEC
ENERGY: ANSI/ASHRAE/IESNA 90.1 - 2010
ACCESSIBILITY: ADA/ABA-2010

OKLAHOMA

BUILDING: 2015 IBC
PLUMBING: 2015 IPC
MECHANICAL: 2015 IMC
ELECTRICAL: 2014 NEC
ACCESSIBILITY: TX ACCESSIBILITY STNDS
ENERGY: 2015 IECC

TEXAS

BUILDING: 2012 IBC 2015 IBC
PLUMBING: 2012 IPC 2015 IPC
MECHANICAL: 2012 IMC 2015 IMC
ELECTRICAL: 2014 NEC 2017 NEC
ACCESSIBILITY: TX ACCESSIBILITY STANDARDS
ENERGY: 2012 IECC 2015 IECC

ANCHOR SPACING

2000 P.S.F. SOIL BEARING CAPACITY

MPH	EXP.	A	
115/89	90	C	10'-0" 7 (UNDER EA. I-BEAM)
120/93	90	C	10'-0" 7 (UNDER EA. I-BEAM)
130/101	100	C	8'-7" 8 (UNDER EA. I-BEAM)
140/108	110	C	7'-6" 9 (UNDER EA. I-BEAM)
150/116	120	C	6'-8" 10 (UNDER EA. I-BEAM)
160/124	130	C	6'-0" 11 (UNDER EA. I-BEAM)

PIER SPACING

2000 P.S.F. SOIL BEARING CAPACITY

PAD SIZE	B	C	# OF PIERS
16"x16"	5'-8"		12 (UNDER EA. OUTSIDE I-BEAM)
		6'-11"	10 (UNDER EA. INTERIOR I-BEAM)
18"x18"	6'-2"		11 (UNDER EA. OUTSIDE I-BEAM)
		7'-9"	9 (UNDER EA. INTERIOR I-BEAM)
20"x20"	6'-11"		10 (UNDER EA. OUTSIDE I-BEAM)
		8'-10"	8 (UNDER EA. INTERIOR I-BEAM)
24"x24"	12'-5"		6 (UNDER EA. OUTSIDE I-BEAM)
		12'-5"	6 (UNDER EA. INTERIOR I-BEAM)

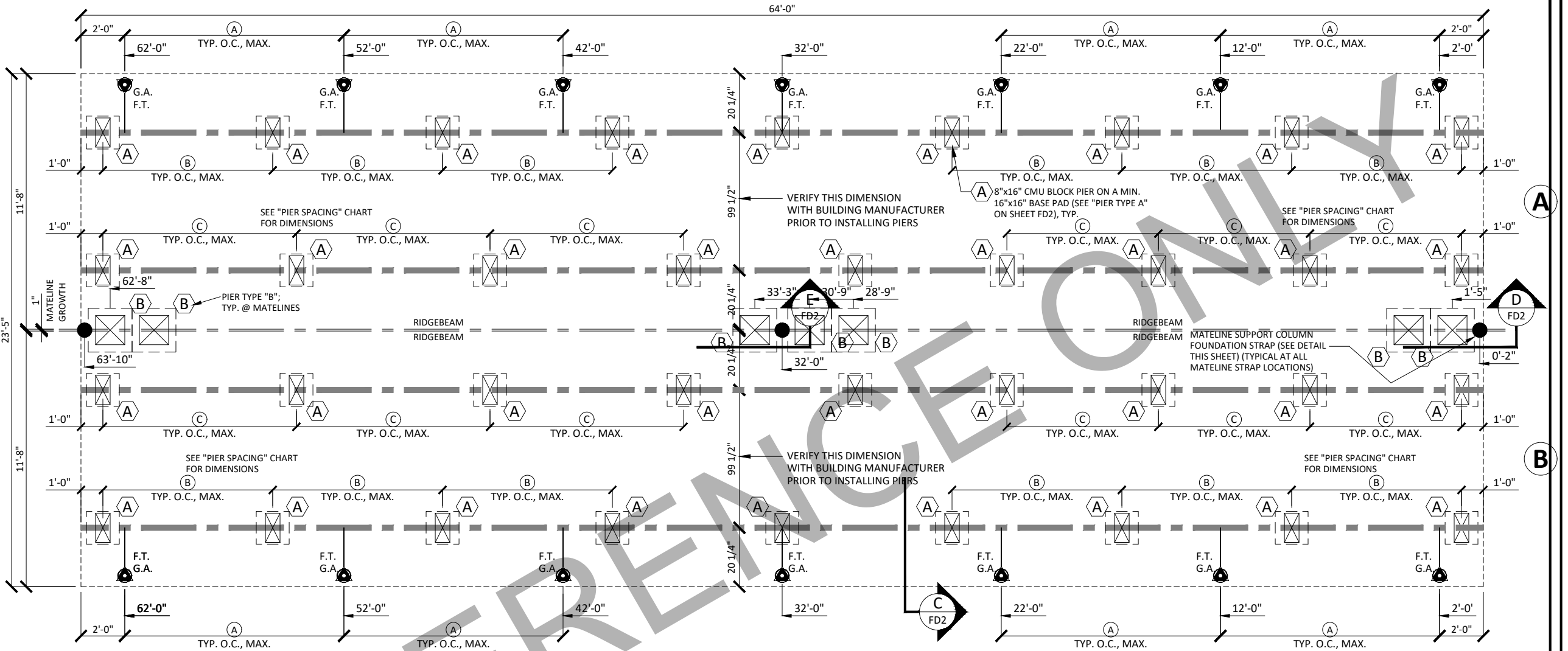
PIER SPACING

3000 P.S.F. SOIL BEARING CAPACITY

PAD SIZE	B	C	# OF PIERS
16"x16"	7'-9"		9 (UNDER EA. OUTSIDE I-BEAM)
		8'-10"	8 (UNDER EA. INTERIOR I-BEAM)
18"x18"	8'-10"		8 (UNDER EA. OUTSIDE I-BEAM)
		10'-4"	7 (UNDER EA. INTERIOR I-BEAM)
20"x20"	10'-4"		7 (UNDER EA. OUTSIDE I-BEAM)
		10'-4"	7 (UNDER EA. INTERIOR I-BEAM)
24"x24"	12'-5"		6 (UNDER EA. OUTSIDE I-BEAM)
		12'-5"	6 (UNDER EA. INTERIOR I-BEAM)

SYMBOLS:

- F.T. - FRAME TIE-DOWN FASTENED TO GROUND ANCHOR
G.A. - HURRICANE STRAP FASTENED TO GROUND ANCHOR
- CMU BLOCK PIER AND PAD BELOW



FOUNDATION PLAN

SCALE: 1/4"=1'-0"

WIND: 115/89 to 160/124 (Vult/Vasd) MPH - EXP.C

SOIL: 2000/3000 P.S.F.

FOUNDATION NOTES:

NOTE: ALL REQUIRED BUILDING AND/OR CONSTRUCTION PERMITS MUST BE APPLIED FOR AND OBTAINED FROM THE LOCAL AUTHORITIES HAVING JURISDICTION PRIOR TO ANY WORKED BEING DONE ON THE ABOVE SHOWN FOUNDATION DESIGN.

- ALL FOUNDATION CONSTRUCTION, MATERIALS, AND INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
- THE ABOVE FOUNDATION IS DESIGNED AS PER SECTION 104.11 OF THE 2012/2015 IBC OR USING ALTERNATIVE DESIGN OR METHOD OF CONSTRUCTION. THIS DESIGN MEETS OR EXCEEDS THE WIND LOAD AND SOIL BEARING REQUIREMENTS OF THESE CODES. THE APPROVAL OF THIS FOUNDATION IS SUBJECT TO THE LOCAL JURISDICTION HAVING AUTHORITY.
- TIE-DOWN STRAPS TO BE 1-1/4" X .035 GALVANIZED STEEL FEDERAL SPECIFICATION QQS-781-H TYPE-1 FINISH-B GRADE-1. TIE-DOWN STRAPS AND CONNECTING HARDWARE TO HAVE A 4,725# MINIMUM ULTIMATE CAPACITY (3,150# x 1.5).
- ALL TIE DOWN ANCHORS SHALL HAVE A 4,725# MINIMUM ULTIMATE CAPACITY (3,150# x 1.5) AND SHALL BE INSTALLED AS PER THEIR MANUFACTURER'S SPECIFICATIONS. THE TYPE OF GROUND ANCHOR, INCLUDING SHAFT LENGTH, NUMBER AND DIAMETER OF HELICES, ETC. TO BE SPECIFIED BY THE GROUND ANCHOR MANUFACTURER FOR THE ACTUAL SOIL TYPE THAT IS ENCOUNTERED AT THE SITE.
- SEE ABOVE FOUNDATION LAYOUT FOR TIE-DOWN STRAP SPACING.
- ALL PIERS SHALL BE 8"x8"x16" MASONRY BLOCKS ON EITHER AN 16"x16"x3/4" (DEEP) ABS PADS, OR 16"x16"x4" SOLID CONCRETE PADS, MIN. EXCEPT AS OTHERWISE NOTED ON FOUNDATION PLAN. SEE PIER SPACING CHART FOR ADDITIONAL SIZE OPTIONS.
- MINIMUM SOIL BEARING CAPACITY IS 2,000 PSF. TO BE VERIFIED BY BUILDING'S OWNER. SOIL BEARING CAPACITY SHOWN ON THIS PLAN IS ASSUMED. IF THE ACTUAL SOIL BEARING CAPACITY IS LESS THAN 2,000 PSF, THE ARCHITECT/ENGINEER MUST BE CONSULTED FOR REQUIRED ALTERNATE FOUNDATION DESIGN. FOOTINGS SHALL BE PLACED ON NON-EXPANSIVE SOILS ONLY.
- IT WILL BE THE BUILDING OWNER'S RESPONSIBILITY TO INSURE THAT ALL LOOSE DEBRIS IS REMOVED FROM UNDER THE BUILDING AND THAT THE GROUND IS LEVELED AND FIRMLY COMPACTED.
- WOOD SHIMS MAY BE INSTALLED WHEN NECESSARY, BETWEEN THE I-BEAM AND THE TOP OF THE PIER. SHIMS SHALL BE FREE OF KNOTS, CHECKS, SPLITS, AND SIMILAR IMPERFECTIONS. SHIMS SHALL BE OF P.T. LUMBER OR CEDAR AND BEARING AT ALL CONTACT POINTS.
- MASONRY PIERS INSTALLED IN A DRY STACK SUBJECT TO LOCAL JURISDICTION AND APPROVAL.
- OVERALL WIDTH DIMENSION IS NOMINAL AND IS BASED ON UNIT WIDTH x NUMBER OF UNITS. ACTUAL OVERALL WIDTH MAY INCREASE DUE TO SITE CONDITIONS, MATERIAL TOLERANCES. FAILURE TO REMOVE CLOSE-UP MATERIAL AND/OR OTHER FACTORS BEYOND THE CONTROL OF THE BUILDING MANUFACTURER.

- ALL PIERS SHALL BE CAPPED WITH 4 INCHES OF SOILD MASONRY OR CONCRETE OR THE CAVITIES SHALL BE FILLED WITH CONCRETE OR GROUT. PIERS SHALL PROVIDE A TRUE AND EVEN BEARING SURFACE.
- PIER A: FIELD CONDITIONS WITH DRY STACK PIERS GREATER THAN 28" SHALL REQUIRE THE PIER TO BE CHANGED TO A PIER TYPE "B" (SEE THIS SHEET FOR DETAILS)
- PIER B: FIELD CONDITIONS WITH DRY STACK PIERS GREATER THAN 48" SHALL REQUIRE THE PIERS TO HAVE SURFACE BONDING TO A MAXIMUM OF 68" HIGH. (ANY PIERS OVER 68" HIGH WILL REQUIRE ENGINEERING BEYOND THE DESIGN OF THIS FOUNDATION.)
- ALTHOUGH NOT SHOWN IN THIS DESIGN WHERE/WHEN REQUIRED BY LOCAL JURISDICTION ALL MASONRY PIERS MAY BE LAID IN TYPE "M" OR "S" MORTAR IN COMPLIANCE w/ASTM C887, OR SHALL HAVE SURFACE BONDING MORTAR IN COMPLIANCE w/ASTM C 946.
- THE FOUNDATION DIMENSIONS SHOWN ARE NOMINAL. AN INCREASE IN MODULE WIDTH SHOULD BE EXPECTED DUE TO MODULE EXPANSION, SETTING TOLERANCES, ETC. THE FOUNDATION CON-TRACTOR SHOULD CONSULT WITH THE MANUFACTURER OF THE MODULES PROIR TO CONSTRUCTION OF THE FOUNDATION TO DETERMINE THE AMOUNT OF INCREASED WIDTH TO BE ADDED TO THE NOMINAL DIMENSIONS SHOWN ABOVE.
- I-BEAM SUPPORT PIERS MAY BE INSTALLED LATERALLY (90° FROM THE ORIENTATION SHOWN ON THE FOUNDATION PLAN). CENTERLINE OF EACH PIER MUST BE LOCATED DIRECTLY BELOW THE I-BEAM CENTERLINE.
- FOUNDATION REVIEW AND INSPECTION IS TO BE PERFORMED BY THE LOCAL OFFICIALS HAVING JURISDICTION.
- PROVIDE POSITIVE DRAINAGE UNDER UNIT.
- UNDERGROUND UTILITY LOCATIONS ARE THE RESPONSIBILITY OF OTHERS. ALL UNDER-GROUND UTILITY LOCATIONS MUST BE VERIFIED PRIOR TO ANY EXCAVATION.

ALTERNATE POURED CONCRETE FOOTERS

- MINIMUM CONCRETE FOOTING COMPRESSIVE STRENGTH 2,500 PSI AT 28 DAYS.

ALTERNATE PIER METAL STANDS

- STEEL PIERS MAY BE SUBSTITUTED FOR CMU BLOCK PIERS. STEEL PIERS ARE TO BE INSTALLED PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS OVER AN APPROVED ABS PAD AS INDICATED ON THE FOUNDATION PLAN.
- STEEL PIERS ARE TO BE MINUTE MAN MD#MMP-12 OR AN APPROVED EQUAL.

NOTE: SEE PIER SPACING CHART THIS SHEET FOR DIFFERENT SIZE PAD OPTIONS AND THE REQUIRED SPACING. (16"x16" PAD SHOWN)

NOTE: NOTE: FRAME TIES ONLY, NO OVER-THE-ROOF STRAPS REQUIRED. SEE DETAIL THIS SHEET
NOTE: NOTE: FIRST STRAP FROM END WALLS NOT TO EXCEED 2'-0".

NOTE: THIS FOUNDATION PLAN SHOWS ALL PIER AND ANCHOR LOCATIONS FOR THE WIND ZONE 115 OR 120 MPH (EXP.C). IF THE BUILDING IS TO BE LOCATED IN A WIND ZONE AREA OTHER THAN 120/93-C PLEASE REFERENCE THE CHART ON THIS PAGE FOR THE PROPER PLACEMENT OF BOTH THE PIERS AND THE ANCHORS.

MOBILE MODULAR 4445 EAST SAM HOUSTON PARKWAY SOUTH PASADENA, TX 77505 (281) 487-9222		
DEALER:		
FOUNDATION PLAN		
DATE: 2-20-2020	BUILDING SIZE: 24'x64'	SERIAL NO.: STOCK
SCALE: 3/16"=1'-0"	DESTINATION:	DRAWING NO.: JLB-2020-0028
DRAWN BY: J.L.B.	LABEL(S):	PAGE: 1 of 2
REV	DATE	BY
DESCRIPTION		SHEET: FD1
W.E.W. WALTER E. WOOD, P.E. CONSULTING ENGINEER 168 WEST LONGLEAF DR SYLVESTER, GA 31791		PLAN NO.: OCCUP: B

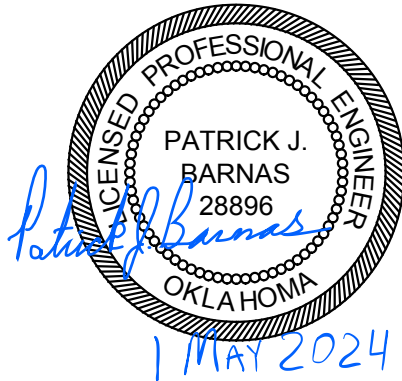
AR PE LIC#: 17785; LA PE LIC#: 16164;
OK PE LIC#: 29755; TX PE LIC#: 990726

TABULATION OF BIDS

SHAWNEE REGIONAL AIRPORT CITY OF SHAWNEE, OKLAHOMA

BASE BID SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1



Bids Received: 4/24/2024
Lochner Project No.: 15710-TO08

Bids Tabulated By: KLJ
Date: 4/24/2024

Bids Checked By: CZT

Date: 4/26/2024

					Engineer's Estimate		Tri-City Seal Co., Inc. 2723 East Highway 37 Tuttle, OK 73089		Jim Cooley Construction, LLC 1900 NE 36th Street, Suite 106 Oklahoma City, OK 73111	
Item No.	Spec. No.	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID - SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING										
1	TEMP	Temporary Marking, Lighting & Barricades	1	L.S.	\$ 11,000.00	\$ 11,000.00	\$ 19,000.00	\$ 19,000.00	* \$ 17,000.00	\$ 17,000.00
2	C-105	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 9,000.00	\$ 9,000.00	\$ 6,500.00	\$ 6,500.00	* \$ 10,000.00	\$ 10,000.00
3	ODOT	Site Demolition	1	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 8,500.00	\$ 8,500.00	* \$ 14,500.00	\$ 14,500.00
4	ODOT	Gravel Pad	163	S.Y.	\$ 65.00	\$ 10,595.00	\$ 62.00	\$ 10,106.00	* \$ 180.00	\$ 29,340.00
5	--	Installation & Connections of Electrical Utility for Building	1	L.S.	\$ 16,000.00	\$ 16,000.00	\$ 14,500.00	\$ 14,500.00	* \$ 15,000.00	\$ 15,000.00
6	--	Installation & Connections of Water Utility	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00	* \$ 16,000.00	\$ 16,000.00
7	--	Installation & Connections of Sewer Utility	1	L.S.	\$ 15,000.00	\$ 15,000.00	** \$ 13,000.00	\$ 13,000.00	* \$ 19,000.00	\$ 19,000.00
8	--	Installation & Connections of Electrical Utility for Sewer	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	* \$ 18,000.00	\$ 18,000.00
BASE BID TOTAL					\$ 93,595.00		\$ 89,106.00		\$ 138,840.00	
* Unit Price in words not given.										
** Unit Price in words times Quantity does not match numeral Extension price.										
Note: A bid was received from C-P Integrated Services, Inc. and read aloud at the bid opening, but was deemed invalid due to irregularities and therefore was rejected, it is not included in this project bid tabulation.										
\\OKC\PRJ\000015710\08 - Temp Trailer Siting, Bidding, Utilities\01 - Project\AE\04 - ESTIMATE & BUDGET\Master-Pay\Items_15710-TO08 SNL.xlsx\BID TAB										

\\OKC\PRJ\000015710\08 - Temp Trailer Siting, Bidding, Utilities\01 - Project\AE\04 - ESTIMATE & BUDGET\Master-PayItems_15710-TO08 SNL.xlsm\BID TAB

May 7, 2024

Andrea Weckmueller-Behringer
City Manager
16 W 9th St.
Shawnee, Oklahoma 74801

Re: Recommendation of Award
Site Preparation for Temporary Terminal Building
City of Shawnee Bid No. B2024-EM-20230419-05-1
Lochner Project No. 15710 TO-08

Dear Ms. Weckmueller-Behringer:

As you are aware, we opened bids for the Site Preparation for Temporary Terminal Building project at the Shawnee Regional Airport. We received three (3) bids for the above referenced project, from C-P Integrated Services, Inc., Tri-City Seal Co., Inc., and Jim Cooley Construction, LLC.

Upon review of the bids, it was determined that the bid from C-P Integrated Services, Inc. (CPI) contained irregularities in the unit prices, specifically for items related to electrical service and connections. These unit prices were determined to be obviously unbalanced. Lochner contacted CPI about the irregularities, and CPI noted that the unbalanced unit prices resulted in a bid that is not possible to complete for the offered cost. Lochner recommends that the City of Shawnee reject CPI's bid due to "submittal of an irregular proposal," as per Section 2 – Instructions to Bidders and Section 3 – General Provisions, Paragraph 20-09 of the project's specifications.

The bid received from Tri-City Seal Co., Inc. was the lowest responsible bid. Based on the bids received and the interest shown by potential contractors, we feel the project bidding phase was competitive. In addition, we feel that the proposed amount and respective unit prices submitted by Tri-City Seal Co., Inc. represent a fair and reasonable price for the project.

We are familiar with this company and have successfully completed projects with Tri-City Seal Co., Inc. as a prime contractor. Therefore, we recommend the City of Shawnee enter into a contract **contingent on funding** with the lowest responsible bidder, Tri-City Seal Co., Inc. in the amount of \$89,106.00 for the work associated with the Site Preparation for Temporary Terminal Building project.

If you have any questions, feel free to contact me at your convenience.

Sincerely,

H. W. LOCHNER, INC.



Patrick Barnas, PE
Project Manager, Aviation



RIGHT-OF-WAY SETTLEMENT

FORM 6102 [11-14]

DATE _____ AGENT Craig Bass

Receipt is hereby acknowledged of the sum of \$ 1,840.00 from Oklahoma Natural Gas Company
(BUSINESS ENTITY)

in full settlement and consideration of \$ 400.00 per rod 4.60
(TOTAL NUMBER OF RODS)

for construction of a 4 inch natural gas pipeline on and across the premises described as follows:

AFE NO. 021.2001.2001.1840700.23.000000

PROJECT NO. CUE: 41440 **OWNER'S SIGNATURE** _____

OWNER'S SIGNATURE _____

LINE NO. 1 **OWNER'S ADDRESS** _____

TRACT NO. 1 of 1 _____

SSN/TIN _____

SPECIAL REQUEST:

Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Shawnee
10' Permanent Easement

April 15, 2024

A 10' permanent easement being a part of the Southeast Quarter (SE/4) of Section Eleven (11), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South 89°14'03" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 941.48 feet;

THENCE North 00°45'57" West, departing the South line of said Southeast Quarter (SE/4), West, a distance of 148.16 feet to the POINT OF BEGINNING;

THENCE North 51°19'06" West, a distance of 44.89 feet;

THENCE North 38°05'07" East, a distance of 45.67 feet to a point on the Southwesterly Right-of-Way line of U.S. Highway 177;

THENCE South 50°46'02" East, along and with said Southwesterly Right-of-Way line, a distance of 10.00 feet;

THENCE South 38°05'07" West, departing said Southwesterly Right-of-Way line, a distance of 35.57 feet;

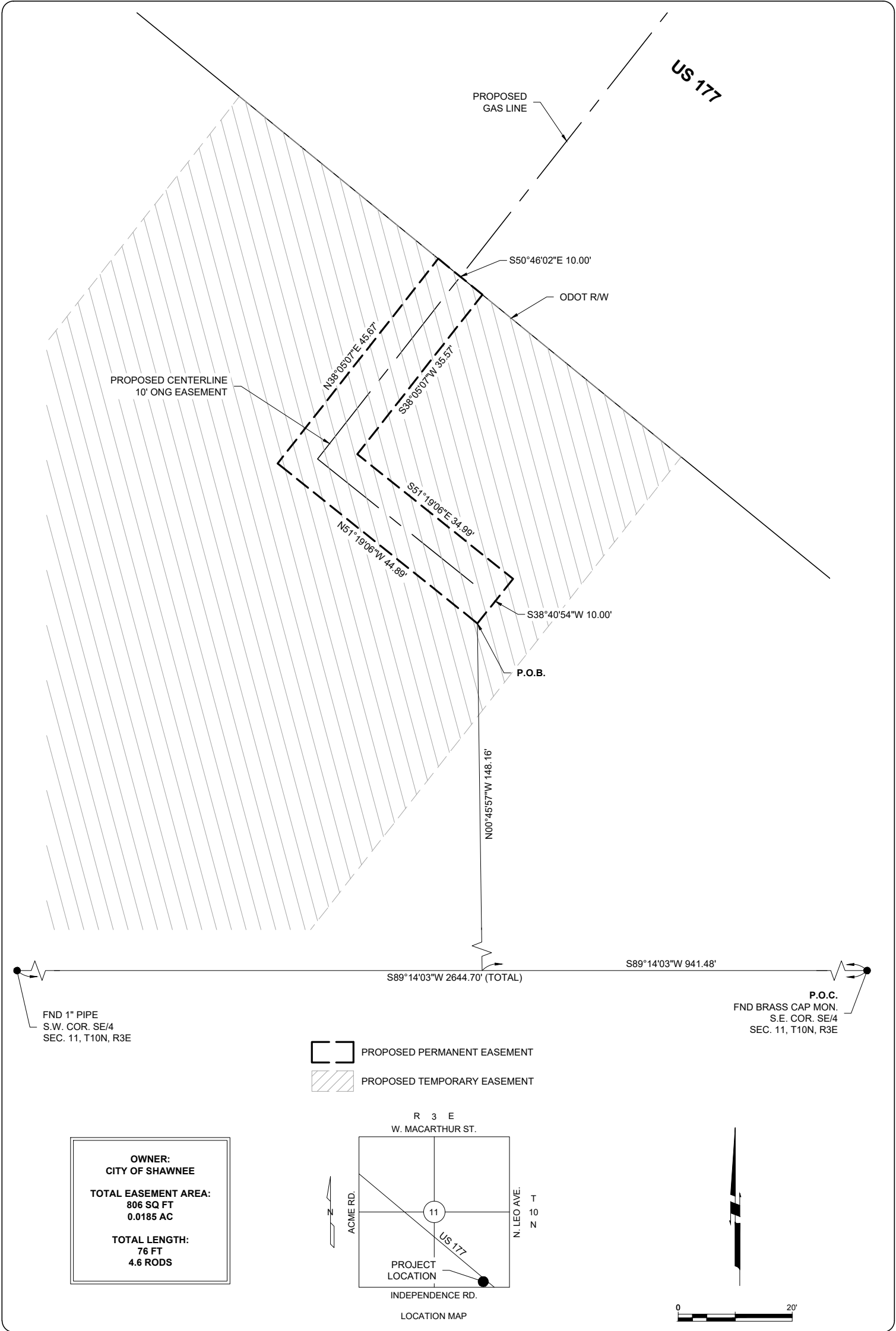
THENCE South 51°19'06" East, a distance of 34.99 feet;

THENCE South 38°40'54" West, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 806 square feet or 0.0185 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11573 FCT 055 Shawnee\Working Folder\11573 EX.dwg, 4/16/2024 10:05 AM, Braxton Birsner
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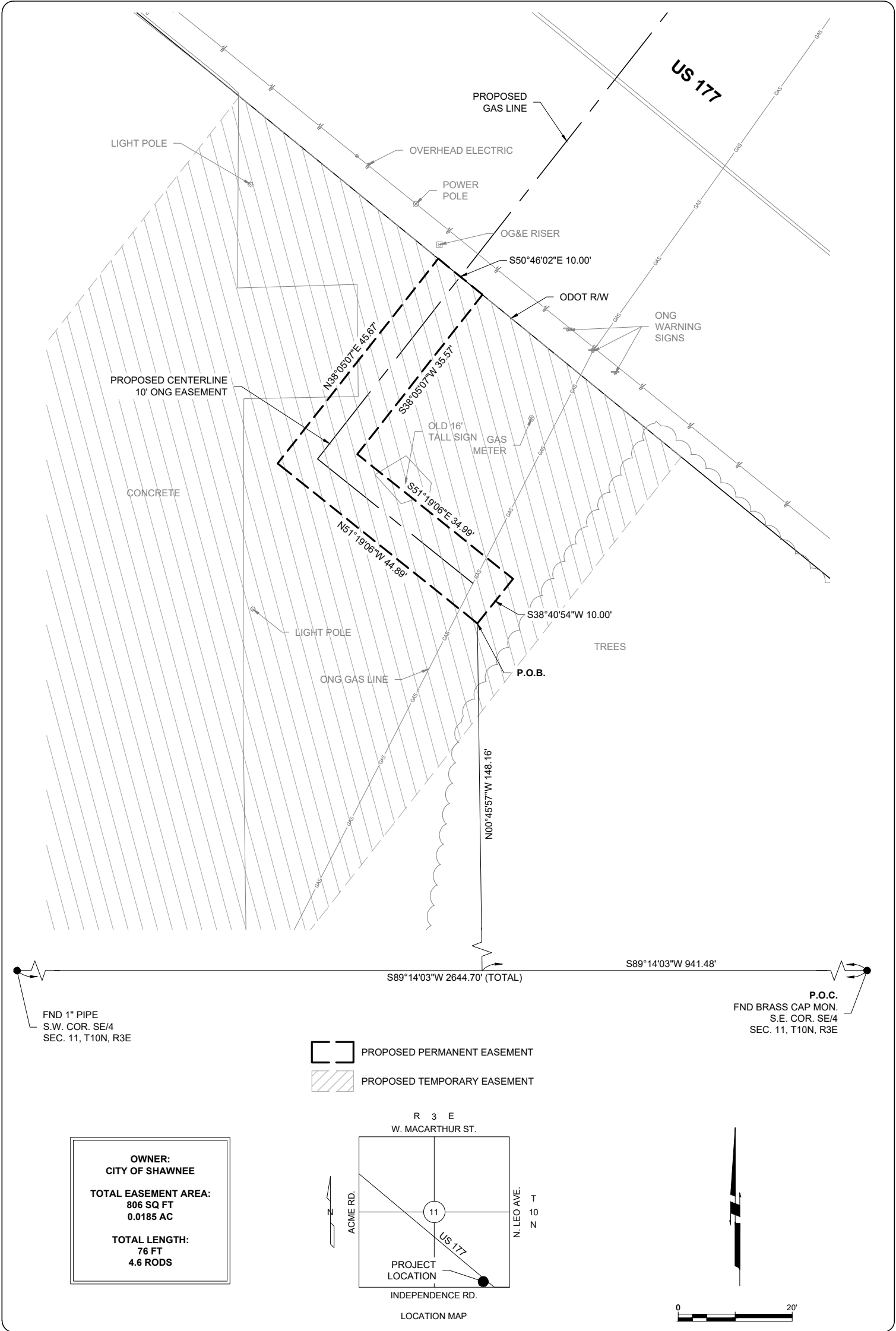
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Proj. No.: 11573
Date: 4-15-24
Scale: 1"=20'

OKLAHOMA NATURAL GAS COMPANY
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA
CITY OF SHAWNEE
10' PERMANENT EASEMENT

JA
Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11573 FCT 055 Shawnee\Working Folder\11573 EX.dwg, 4/16/2024 10:05 AM, Braxton Birsner
XREFS LOADED: 11521 staking.dwg 231211 - ONG Plans SG5 Rev1 2-12.dwg

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Proj. No.: 11573
Date: 4-15-24
Scale: 1"=20'

OKLAHOMA NATURAL GAS COMPANY

SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

CITY OF SHAWNEE

10' PERMANENT EASEMENT

JA

Johnson & Associates

1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104

(405) 235-8075 FAX (405) 235-8078 www.jaokc.com

Certificate of Authorization #1484 Exp. Date: 06-30-2025

• ENGINEERS • SURVEYORS • PLANNERS •

Exhibit "B"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Shawnee
Temporary Workspace

April 15, 2024

A temporary workspace being a part of the Southeast Quarter (SE/4) of Section Eleven (11), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South 89°14'03" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 1,021.26 feet;

THENCE North 00°45'57" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Statutory Right-of-Way line of Independence Street, said point being the POINT OF BEGINNING;

THENCE North 51°54'53" West, a distance of 36.69 feet to a point on the East line of a building;

THENCE North 00°00'00" East, a distance of 102.64 feet;

THENCE North 38°05'07" East, a distance of 105.98 feet to a point on the Southwesterly Right-of-Way line of U.S. Highway 177;

THENCE South 50°46'02" East, along and with said Southwesterly Right-of-Way, a distance of 100.02 feet;

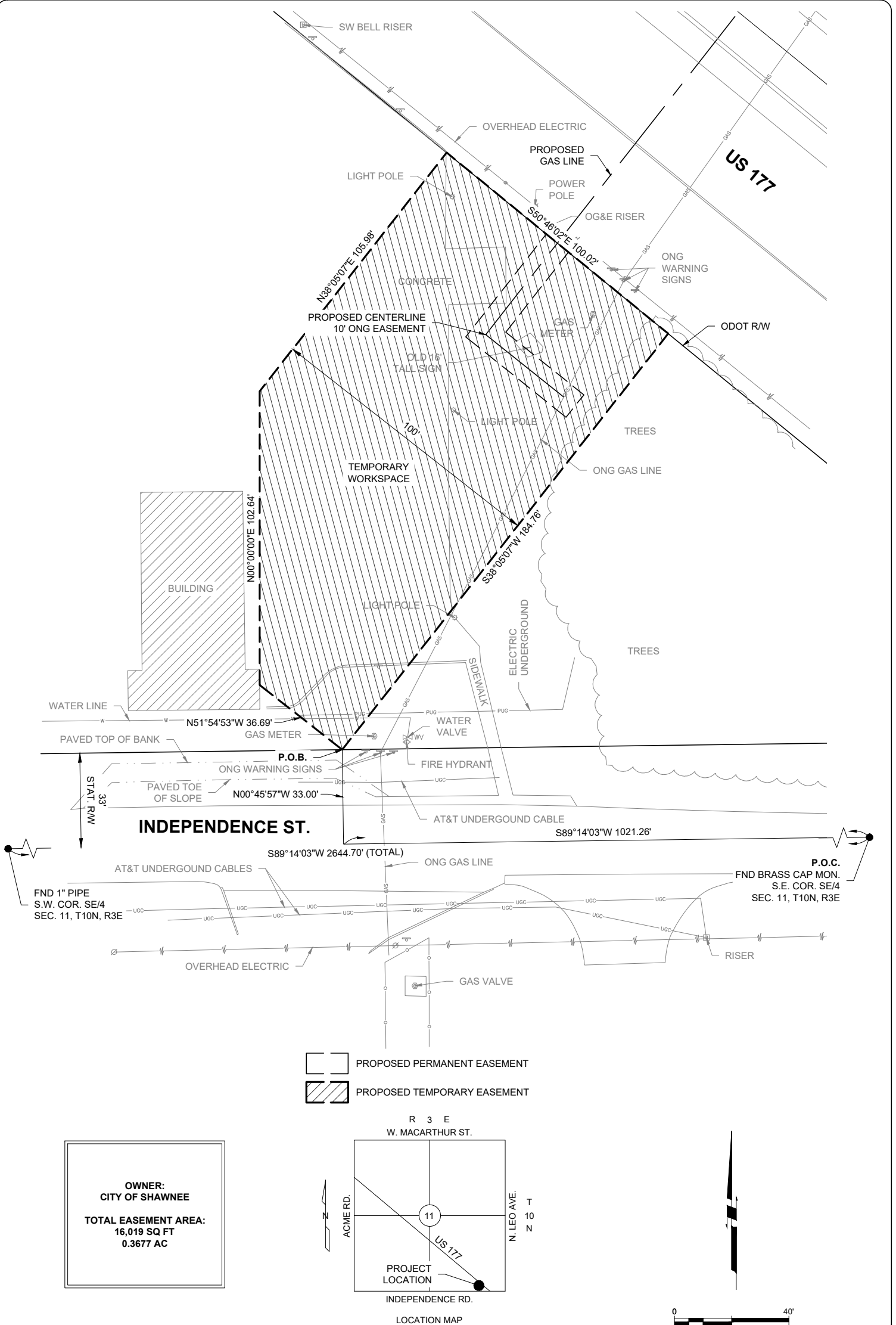
THENCE South 38°05'07" West, departing said Southwesterly Right-of-Way, a distance of 184.76 feet to the POINT OF BEGINNING.

Containing 16,019 square feet or 0.3677 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

Note: It is intended for the edges of this easement(s) to terminate at existing buildings and property lines, so as not to create any encroachments.

EXHIBIT "B"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11573 FCT 055 Shawnee\Working Folder\11573 EX.dwg, 4/16/2024 10:05 AM, Braxton Birsner
XREFS LOADED: 11521 staking.dwg 231211 - ONG Plans SG5 Rev1 2-12.dwg

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Proj. No.:	11573
Date:	4-15-24
Scale:	1"=40'

OKLAHOMA NATURAL GAS COMPANY
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA
CITY OF SHAWNEE
TEMPORARY WORKSPACE

JA

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Exhibit "C"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Shawnee
Temporary Workspace

April 15, 2024

A temporary workspace being a part of the Southeast Quarter (SE/4) of Section Eleven (11), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South 89°14'03" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 770.79 feet;

THENCE North 00°45'57" West, departing the South line of said Southeast Quarter (SE/4), a distance of 383.80 feet to a point on the Northwesterly Right-of-Way line of U.S. Highway 177, said point being the POINT OF BEGINNING;

THENCE North 50°46'02" West, along and with said Northwesterly Right-of-Way line, a distance of 50.01 feet;

THENCE North 38°05'07" East, departing said Northwesterly Right-of-Way line, a distance of 399.50 feet;

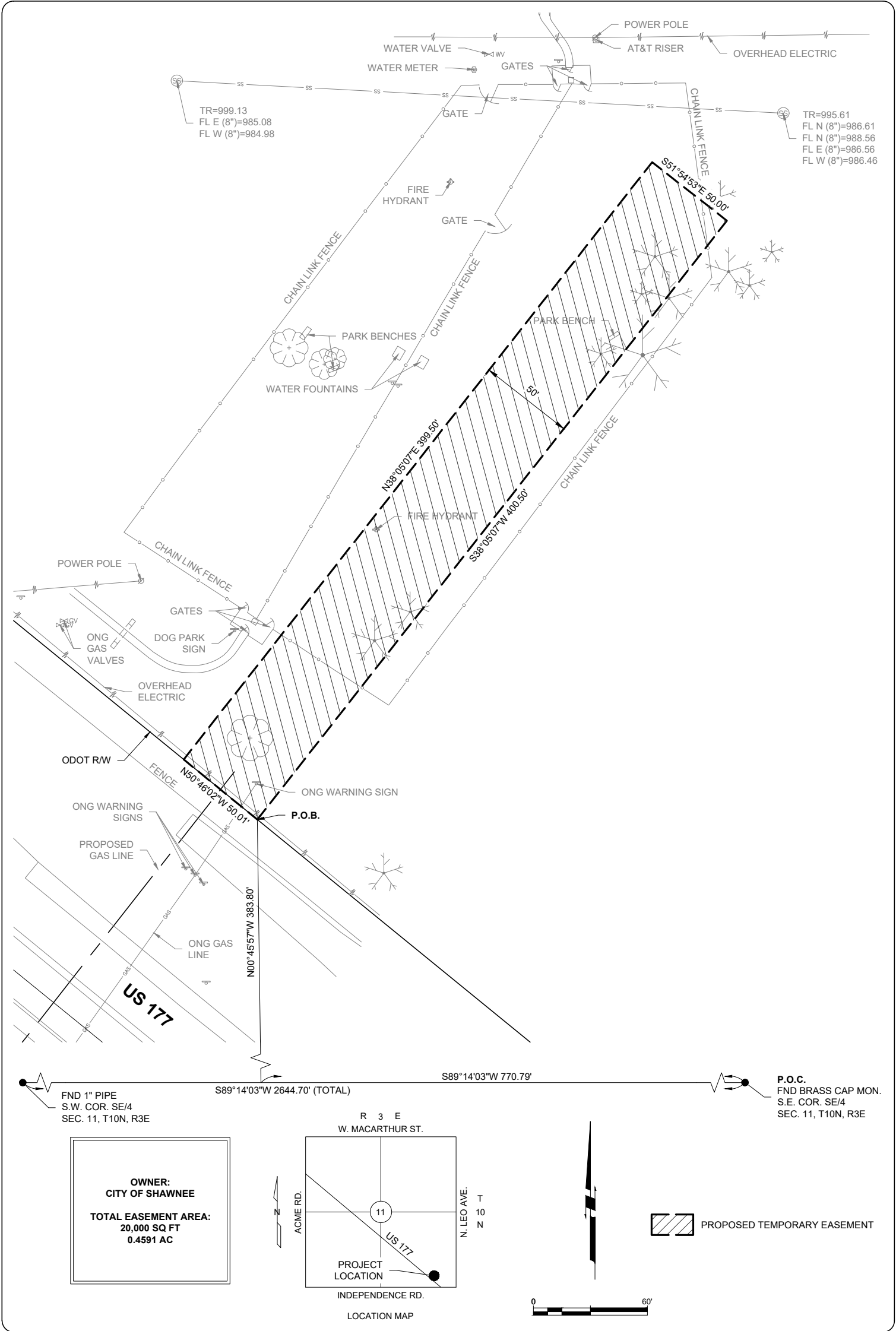
THENCE South 51°54'53" East, a distance of 50.00 feet;

THENCE South 38°05'07" West, a distance of 400.50 feet to the POINT OF BEGINNING.

Containing 20,000 square feet or 0.4591 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

EXHIBIT "C"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11573 FCT 055 Shawnee\Working Folder\11573 EX.dwg, 4/16/2024 10:05 AM, Braxton Birsner
XREFS LOADED: 11521 staking.dwg 231211 - ONG Plans SG5 Rev1 2-12.dwg

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Proj. No.: 11573
Date: 4-15-24
Scale: 1"=60'

OKLAHOMA NATURAL GAS COMPANY
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA
CITY OF SHAWNEE
TEMPORARY WORKSPACE

Johnson & Associates
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RIGHT OF WAY AGREEMENT
FORM 428 (1-00)

THIS AGREEMENT made and entered into by and between **City of Shawnee**, hereinafter called the Grantor, and **OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., an Oklahoma corporation**, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, an exclusive easement to survey, construct, lay, maintain, inspect, patrol (by surface or air), alter, operate, replace with same or different size pipe, protect, repair, relocate within the right of way, relay, mark, abandon in place and/or remove pipelines together with above and below ground appurtenances, with the right of ingress to and egress from the below described land and contiguous land owned by Grantor, in the County of **Pottawatomie**, State of **Oklahoma**, and more particularly identified and described as follows, to-wit:

A permanent easement Ten (10') feet in width and a temporary construction easement in varying length and width being a part of the (SW/4) of Section (19), Township (4) South, Range (02) East of the Indian Meridian, more accurately described by Exhibit "A" and Exhibit "B" and Exhibit "C" attached hereto and hereby made a part of this easement.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within ten feet of the pipelines of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipelines and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance or removal of said pipeline.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.
5. The Grantor agrees that during construction, maintenance, repair, replacement, or removal of any pipeline, Grantee may temporarily utilize such additional workspace adjacent to and parallel with the Pipeline Easement as is necessary for purposes of moving and using vehicles and equipment moreover with the expectation the Grantee agrees to compensate a fair market value for any additional space needed.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

[Remainder of page intentionally left blank. Signature pages and Exhibits "A" and "B" and "C" follow.]

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this _____ day of _____, 2024.

City of Shawnee

Andrea Weckmueller-Behringer, City Manager

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, 2024, by Andrea Weckmueller-Behringer, City Manager of the City of Shawnee.

My Commission Expires: _____
Commission Number: _____

NOTARY PUBLIC

Return To:
Oklahoma Natural Gas
Drew Nixon, Real Estate Services
4901 N. Santa Fe
Oklahoma City, OK 73118