



Goodwyn Mills Cawood
1906 E Three Notch Street
Andalusia, Alabama 36421
T 334.222.2699

TRANSMITTAL COVER SHEET

DATE: DECEMBER 12, 2024
TO: ALL PLAN HOLDERS
FROM: PATSY STINSON
PROJECT: MONTGOMERY REGIONAL AIRPORT
MONTGOMERY, ALABAMA
AIRFIELD ELECTRICAL REPLACEMENT - PHASE II
GMC PROJECT NO: TMGM210029(R)
RE: ADDENDUM #4

PLEASE COMPLETE BELOW AND RETURN IMMEDIATELY VIA EMAIL to:

PATSY STINSON
Email: patsy.stinson@gmcnetwork.com

I, the undersigned, hereby acknowledge receipt of this Addendum #4.

Authorized Representative

Date

Company Name

ADDENDUM NUMBER 4

MONTGOMERY REGIONAL AIRPORT MONTGOMERY, ALABAMA AIRFIELD ELECTRICAL REPLACEMENT - PHASE II GMC PROJECT NO: TMGM210029(R)

I. General

- A. The following clarifications, revisions, additions are hereby made a part of same, and shall be incorporated in the Project Manual, Drawings, and Work of the Contract the same as if originally included in the Bid and Construction Documents.
- B. Bidders shall acknowledge receipt of this Addendum in writing, as provided on the Transmittal Cover Sheet and the Proposal Form.
- C. When a revision and/or addition is called for to the Drawings or Project Manual, they shall be fully coordinated with and carried through all applicable Drawings and portions of the Project Manual, including in part, all related Civil, Landscaping, Architectural, Structural, Electrical, and other Documents.

II. Response to Questions

1. Plan sheet GC6 phase 4 non-concurrent phases add up to 142 days vs 135 shown in GP80 and plan sheet GC2. Should phase 4 be 142 days vs 135?
Please see revisions/edits to attached Sheet GC-6.
2. There does not appear to be any contract time for the alternate bid demo work in phase 5. The non-concurrent phases on GC7 add up to 130 days. Phase 5 is listed as "base bid - Demolition". Where is the alt bid demo contract time? **Please see revisions/edits to attached GC sheets.**
3. Could you please provide minutes to the pre- bid meeting?
There are no official meeting minutes, see attached copy of the pre-bid agenda and attendance roster in Addendum 4.
4. Please confirm the following June bid Q&A are still valid for this re-bid:
- a. Add #2 Q&A 6 - **Yes**
 - b. Add #2 Q&A 12 - **Yes**
 - c. Add #2 Q&A 20 - **Yes, exact location of generator annunciator was provided in Re-bid Addendum 2.**
 - d. Add #2 Q&A 25 - **Yes**
 - e. Add #2 Q&A 33 - **Yes**

- f. Add #2 Q&A 35 - **Yes**
- g. Add #2 Q&A 37 - **Yes**
- h. Add#2 Q&A 42 - **Yes**
- i. Add#2 Q&A 45 - **Yes**
- j. Add#2 Q&A 49 - **Yes**
- k. Add#2 Q&A 51 - **Yes**
- l. Add#2 Q&A 52 - **Yes**
- m. Add#2 Q&A 53 - **Yes**
- n. Add#2 Q&A 54 - **Yes**
- o. Add#4 Q&A 13 - **Yes**
- p. Add#4 Q&A 15 - **Yes**
- q. Add#4 Q&A 16 - **Yes**
- r. Add#4 Q&A 17 - **Yes**
- s. Add#4 Q&A 19 - **Yes**

III. Bid Opening

- A. If you would like to attend the bid opening via Teams, please join the meeting at the scheduled time of the bid opening.

[Join the meeting now](#)

Meeting ID: 264 294 918 945

Passcode: Hr68mv7w

IV. Changes to Project Manual

- B. The attached bid proposal has been revised. **Please use in providing your bid (in lieu of original form)**
- C. The attached contract agreement has been revised
- D. The attached FAA General Provision Section 80-07 and Section 80-08 have been revised to reflect the revised contract time.

V. Changes to Plans

- A. The attached plan sheet, GE3 Summary of Quantities has been revised.
- B. The attached plan sheet, GC2 Construction Safety and Phasing Plan – Overall sheet has been revised.
- C. The attached plan sheet, GC6 Construction Safety and Phasing Plan has been revised.
- D. The attached plan sheet, GC7 Construction Safety and Phasing Plan has been revised.

E. The attached plan sheet, E5 Airfield Lighting & Wiring Plan – RW 10/28 & TW “A” – Part 5 has been revised.

VI. Conclusion

This is the end of Addendum Number 4.



Goodwyn Mills Cawood

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Pre-Bid Conference Agenda

**AIRFIELD ELECTRICAL REPLACEMENT – PHASE II
at
MONTGOMERY REGIONAL AIRPORT**

November 15, 2024 @ 9:00 AM CST

MGM Airport Rotunda Conference Room

(Mandatory Attendance- See attached Pre-Bid Attendance Roster for sign-in)

Key Staff Introductions:

GMC (Engineer): Jeff Hester, GMC Project Manager
John Averette, PE, GMC Electrical Engineer
Jonathan Ziegler, GMC Design Electrical Engineer
Jordan Russell, PE, GMC Civil Engineer
Matt Thomason, PE, GMC Airport Planner

MGM (Airport): Wade Davis, Airport Executive Director
Jim Tait, Airport CFO
Ted White, Airport Maint. Supervisor (Airfield)
Anthony Robinson, Airport Maint. Supervisor (Buildings/Facilities)
Myiesha Johnson, Airport Operations Supervisor
Loyd Jenkins, Chief of Airport Police

Acknowledgement of Virtual Attendees for record.

Bid Date/Time/Location:

**Tuesday, December 10, 2024 at the Montgomery Regional Airport 1st Floor Conference Room,
2:00PM CST.**



Project Description/Scope:

Project Scope:

- a. Full airfield electrical replacement and re-routing of circuits for Runway 10-28 and all taxiways (Excluding Runway 3-21). New parallel lighting and wiring systems connected back to new electrical vault building provided in Phase I. New systems to stay within 10' of edge of pavements. Existing vault (in Terminal) and equipment to be removed from service. New Vault facility energized.
- b. Project to be Bid in Base and Additive (Both) for a complete bid submission. Base: Generally, Runway 10-28, Taxiway "B" (with connectors), and Vault home run; Additive: Generally, Taxiway "A" (With Connectors). Please refer to plans for exact division.
- c. Phase I Vault building construction completed under a separate contract (NITC).
- d. New airfield lights (runway, taxiway), wiring, signs, duct banks, etc. where indicated on plans. New Primary Wind Cone, installed as located on plans.
- e. Project will install new system in parallel to the existing and keep existing system fully operational until designated switchover phase of project. All existing equipment will then be removed by demo before substantial completion.
- f. New generator, ATS, and generator docking station at new electrical vault. Infrastructure provided in Phase I.
- g. New ALCMS (Airfield Lighting Control Monitoring System), upgrading existing system. New Monitoring system in new vault building, infrastructure provided in Phase I.

Bid Requirements:

1. **Note:** All technical and legal aspects of this project are contained in the contract documents (plans & specifications, etc.) It is the bidders' responsibility to thoroughly familiarize themselves with these documents. Items discussed in this conference are intended to call to the prospective bidders' attention certain requirements of the contract. They are by no means all-inclusive.
2. Provide a 90-day bid bond. Bid bonds must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid, but not to exceed \$50,000. The bid guaranty may be by certified check or bid bond made payable to the Montgomery Airport Authority.
3. Acknowledgement of Addenda – None issued to date of this meeting
4. Davis-Bacon Act wage rate requirements apply.
5. DBE Requirements: DBE goal is stated in the project specifications. The goal has been determined to be reasonable and attainable. This goal at **9.79%** should be met.
6. Sales Tax Exemption (ITB and Bidding Requirements). DO NOT include sales tax in your bid. Please reference Specification sections related.
7. Prime Contractor shall perform 25% (Min) of the total contract cost. Refer to section 80-01" Subletting of contract".
8. Labor Requirements:
 - a. Copeland Act (29 CFR Part 3)
 - b. Davis-Bacon and related Acts (29 CFR Parts 1, 3 and 5)
 - c. Contract Work Hours and Safety Standards Act (29 CFR 5.5(a), 4.6 of Part 4 of Title 29)
 - d. Construction Safety and Health Standards (29 CFR Part 1926)
 - e. Buy American Act (49 USC Chap 501)

- f. EEO (Executive Order 11246 as amended)
- g. Others as contained in the Project Specifications and required by law

Project Safety and Security:

Safety Procedures

- a. Lights and flags IAW FAA AC 150/5370-2G
- b. Radios for tower/CTAF and ground control frequencies. A minimum of 2 portable radio is required.
- c. Plans designate locations for low profile lighted barricades. FAA AC 150/5370-2G specifies placement, spacing and securing against wind and traffic. All lighted barricades may be rented from the Airport Authority or as provided supplemental to MGM' s resources under this contract, as required.
- d. FAA safety and compliance inspectors may visit the site at any time.
- e. Contractor's Safety Plan shall conform to the requirements of FAA AC 150/5370-2G

Security Procedures at MGM (Police Chief /Operations Supervisor).

- a. ID Badging will be required in advance of NTP (Allow up to 30 days of process).
- b. Airport perimeter security must be maintained at all times. Any unlocked gate must be manned by a gate guard, approved by the airport owner, properly badged, and subject to the direction of the airport police. Contact MGM Police at 281-9567 or 281-9584 about hiring an off-duty officer to maintain gate security and/or getting badges for personnel.
- c. The contractor's superintendent shall be required to be badged. It is recommended that at least one additional personnel obtain badge.
- d. Locations for temporary fencing to be used by the contractor must be approved by Airport Police. Contractor shall provide a schedule and sequence of construction for review prior to beginning work.

Project Phasing:

1. Schedule and sequence of the Work
2. Discuss project schedule and sequence
3. Engineer/Project Manager will review and approve the schedule and sequence prepared by the contractor.
4. Weekly Construction Meetings will be held each Friday during construction at 8:45 am (TBD).
5. Construction Phasing (Review)
 - a. 5 Phases (with sub Phasing)
 - b. Night work within RSA
 - c. See Construction Safety Plan Sheets for additional information
6. Location/use of Project Staging Area – SEE SPEC. SECTION C-105 "MOBILIZATION" related to the use of existing abandoned facility and removal upon project completion.

Contract Time/Penalties and Liquidated Damages:

a. 215 for Base Bid or 350 for base bid & additive bid, if awarded – as follows:

Phase	Exceeding Phase and/or Sub-Phases	Sub Phase Liquidated Damages Cost per Minute until Re-Opening (Night Work)	Construction Phase Time Allowance <i>*(See Safety and Phasing Plans For "Sub Phase" Time allowance)</i>
Phase 1 (Base Bid)	\$10,000.00 per Calendar Day (Phase and Sub-Phases)	\$1,000.00 per Minute (Exceeding 5:30 AM)	*120 Calendar Days Total
Phase 2 (Base Bid-Concurrent Phase)	\$2,725.00 per Calendar Day (Phase only)	N/A	*120 Calendar Days Total
Phase 3 (Base Bid)	\$2,725.00 per Calendar Day (Phase only)	N/A	*20 Calendar Days Total
Phase 4 (Additive Bid)	\$2,725.00 per Calendar Day (Phase only)	\$500.00 per Minute (Exceeding 5:30 AM)	*135 Calendar Days Total
Phase 5 (Base Bid - Demolition)	5I/5J/5K @ \$10,000.00 per Calendar Day; Phase only @ \$2,725.00 per Calendar Day	5I/5J/5K @ \$1,000.00 per Minute (Exceeding 5:30 AM)	*75 Calendar Days Total

Exceeding Overall Total Contract Time of 215 Consecutive Calendar Days (Base Bid) OR 350 Consecutive Calendar Days (Base Bid + Additive Bid, if awarded)
\$2,725.00 per Calendar Day

Notes:

- 1). Liquidated Damages as noted above shall be assessed cumulative per Phase, Sub-Phase, Minutes, and total Contract time if encountered.
- 2). Time extensions may be considered in accordance to Adverse Weather contract provisions, if encountered. Monthly impact/reporting and request beyond normal recorded rainfall will be required for review or considerations shall be considered forfeited.



- b. All items of work must be completed, including but not limited to removal of materials, restoration of staging areas, etc.
- c. Unscheduled interruption of service for damage to underground FAA cables - \$10,000/ occurrence
- d. unauthorized airfield crossings - \$10,000/ occurrence
- e. Prime contractor to pay any fines assessed against the airport resulting from the actions of the contractors.
- f. Hours of Work: Per Phasing plan or as approved by Engineer/Owner.

Questions or Comments:

Site Visit, if Requested:

1. Site visit will only be available this date. No future request for visits will be allowed until bids are opened and project is awarded to low bidder.

End of Agenda

PRE-BID MEETING ATTENDANCE ROSTER

AIRFIELD ELECTRICAL REPLACEMENT – PHASE II

FOR

MONTGOMERY AIRPORT AUTHORITY

GMC PROJECT No.: TMGM210029(R)

NOVEMBER 15, 2024 @ 9:00 AM

	<u>NAME (PRINT)</u>		<u>PHONE/EMAIL</u>
1.	WADE DAVIS	MGM	334 451 1042 w.davis@flymgm.com
2.	Ryan Aultman	GMC	(334) 267-6911 ryan.aultman@gmcnetwork.com
3.	Jim Tait	MGM	404 685 1484 J.Tait@flymgm.com
4.	JONATHAN ZIEGLER	GMC	(256) 616-9433 / jonathan.ziegler@gmcnetwork.com
5.	Mylesha Johnson	MGM	334-430-9612 m.johnson@flymgm.com
6.	Ted White	MGM	334-451-1029 T.White@flymgm.com
7.	Rayton McCain	MGM	334 329 2710 rmccain@sdacba.com
8.	JOHN AVERRETT	GMC	334.322.4574 javerrett@gmcnetwork.com
9.	Jordan Russell	GMC	205-937-3216 jordan.russell@gmcnetwork.com
10.	Loyd Jenkins	MGM Police	3344510961 L.Jenkins@flymgm.com
11.	Jeff Hester	GMC	251-610-1065 Jeff.hester@gmcnetwork.com
12.	Patsy Stinson	GMC (VIRTUAL ATTENDEE)	
13.	Dalton Magdon	Wiregrass Construction (VIRTUAL ATTENDEE)	
14.	Erik Acosta	Precision Approach (VIRTUAL ATTENDEE)	
15.	Frank Kazienko	Multi-Electric (VIRTUAL ATTENDEE)	
16.	Jeff Green	Precision Approach (VIRTUAL ATTENDEE)	
	Ryan Pruett	SDAC	(VIRTUAL ATTENDEE)

PROPOSAL FORM

Revised Per Addendum #4
AIP Project: AIP#

TO: Wade Davis, Executive Director
Montgomery Airport Authority

The undersigned, in compliance with the request for bids for construction of the following Project: Airfield Electrical Replacement - Phase II for the Montgomery Regional Airport.

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:

TOTAL BASE BID (Numeral Format) \$ _____

TOTAL BASE BID (Written Format): _____

TOTAL ADD. ALT. (Numeral Format) \$ _____

TOTAL ADD. ALT. BID (Written Format): _____

See attached detailed bid schedule for unit prices.

Determination of the lowest bidder will be based on the lowest bid received by a responsive, responsible bidder on the combination of Base and Alternate bids that are determined by the OWNER to be in its best interest. The OWNER reserves the right to contract for any combination of Base and Alternates stated or none of the above.

ACKNOWLEDGEMENTS BY BIDDER

- a. 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".
- b. 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 the 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 not to exceed \$50,000. 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 thirty (30) days of the notice-of-award and furthermore and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. 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 agrees to complete the Project within 195 Consecutive Calendar Days (Base Bid) or 405 Consecutive Calendar Days (Base + Additive Bid, if awarded). 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 liquidated damage to the OWNER in the amount set forth in these documents.
- h. The BIDDER acknowledges the OWNER has established a contract Disadvantaged Business Enterprise goal 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"
- i. 49 CFR Part 26 requires that DBE Uniform Reports be submitted annually to the FAA. In order to complete the Uniform report, **the Prime Contractor DBE and Sub Contractor form should be completed by the prime contractor and sent to the Engineer/Sponsor each pay period indicating DBE and non-DBE subcontractor activity.**
- j. Effective May 9, 2024 additional bidders list information is required under revised 49 CFR §26.11. This Data must be obtained for the owners of all firms and include the North American Industry Classification System (NAICS) code applicable to each scope of work proposed by the firm in its bid. Bidders list information must be obtained about all DBEs and non-DBEs who bid as prime contractors and subcontractors (including unsuccessful prime contractors and subcontractor) on each federally assisted contract. **Information collected must be submitted with bid on the form provided within the proposal.**
- k. 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 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.
- l. The BIDDER, by submission of a proposal, acknowledges award of this contract is subject to the provisions of the "Contract Provisions" included in the contract documents.
- m. The undersigned acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

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, project site conditions and 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.
- i. The BIDDER has completed and included the **Certificate of Buy American Compliance** included herein with their proposal.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not

being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, 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.

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 forms “Utilization Statement” and “Letter of Intent” or Evidence of good faith efforts required by 49 CFR Part 26, Appendix A if proposed DBE goal cannot be met.
3. Bidder’s List Collection Form as Required under revised 49 CFR §26.11.
4. DBE Regular Dealer-Distributor Affirmation Form
5. Evidence of BIDDER’S qualifications per the requirements of the Instructions to Bidders.
6. Certificate of Buy American Compliance.
7. Accounting of Sales Tax Attachment to Proposal Form.

ENTITY SUBMITTING PROPOSAL

Business Name: _____

Business Address: _____

Business Phone Number: _____

Business Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

By: _____
(Signature of Individual)

Name and Title: _____

IF A PARTNERSHIP:

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

Name and Title: _____

IF A CORPORATION:

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

Name and Title: _____

(CORPORATE SEAL)

ATTEST:

By: _____
(Authorized Signature)

Name and Title: _____

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: _____

Joint Venture Name: _____

By: _____

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

Name and Title: _____

BIDDERS QUALIFICATION STATEMENT

(This statement is part of BID)

The BIDDER is required to offer the following information to enable the OWNER to judge his experience, skill and business standing and his ability to conduct the Work as completely and as rapidly as required under the terms of the Contract. Failure to complete the following Statement will be cause for declaring the BIDDER nonresponsive. (Attach additional sheets if necessary.)

1. List of similar Projects completed within the last five (5) years:

Amount of Contract Award	Type of Work	Date of Completion	Name and Address of Client

2. List of Projects BIDDER is now engaged in completing:

Amount of Contract Award	Type of Work	Date of Completion	Name and Address of Client

3. Facilities:

BIDDER owns and has available for immediate use on the proposed Work the following plant and equipment:

4. Resources:

That information relative to the BIDDER'S financial resources can and may be obtained from the following:
(Give name, business, and address.)

5. Performance of Work by Contractor:

(List below the items that the BIDDER will perform with his own forces, if awarded this Contract, and fill in blank below the estimated total cost of these items.)

Estimated Total Cost of items that BIDDER states will be performed with his own forces.

(\$ _____)

6. Performance of Work by Subcontractors:

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: (List below all proposed subcontractors and trade specialties as to which such listing is required by the Supplementary Conditions.)

Items	Subcontractors	Estimated Cost
-------	----------------	----------------

Estimated Total Cost of Items that BIDDER states will be performed by Subcontractor.

(\$ _____)

7. Have you ever failed to complete any work awarded to you? If so, where and why?

8. Have you ever defaulted on a contract? If so, when and why?

UTILIZATION STATEMENT

Disadvantage Business Enterprise

The DBE goal for this project is: 9.79%

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

- The Contractor is committed to meeting the DBE goal by self-performing as a DBE-certified Prime Contractor.

- The Contractor is committed to a minimum of 9.79% DBE utilization on this contract utilizing subcontractor participation.

- The Contractor is unable to meet the DBE goal of 9.79% but is committed to a minimum of _____% DBE utilization on this contract and submits documentation with this proposal demonstrating good faith efforts.

The undersigned hereby further assures 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's/Offeror's Firm Name

Signature

Date

LETTER OF INTENT

Disadvantage Business Enterprise

(This page shall be submitted for each DBE firm)

Bidder/Offer: Name: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Firm: DBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Contact Person: Name: _____ Phone: (____) _____

DBE Certifying Agency: _____ 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/offeror 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 that portion of the contract for the estimated dollar value as stated herein above.

By: _____
(Signature) (Title)

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

BIDDER'S LIST COLLECTION FORM

Information is Required under revised 49 CFR §26.11

This form must be submitted with bid.

This form shall be submitted for each firm (Prime and Sub-Contractor)

Firm Name:		
Firm Address: (Including Zip Code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid
Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
<input type="checkbox"/> Black <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than 1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

Firm Name:		
Firm Address: (Including Zip Code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid
Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
<input type="checkbox"/> Black <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than 1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

CONSTRUCTION PROJECTS

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

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

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

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

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

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

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

- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

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

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

Date

Signature

Company Name

Title

BID PROPOSAL FORM
AIRFIELD ELECTRICAL REPLACEMENT - PHASE II
MONTGOMERY REGIONAL AIRPORT
GMC PROJECT NO: TMGM210029(R) (Design)
Revised Per Addendum #4

MGM Airport Electrical Airfield System Upgrades - Phase II BASE BID

SPEC. NO.	BID QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL PRICE
1.	1	LS	MOBILIZATION		
2.	1	LS	FENCE RESET		
3.	1	EACH	L-807, STYLE 1-B, SIZE 2 WIND CONE AND FOUNDATION IN PLACE		
4.	1	EACH	SEGEMENTED CIRCLE MARKER SYSTEM IN PLACE		
5.	1	LS	EXISTING PRIMARY WIND CONE AND ALL COMPONENTS, REMOVED		
6.	1	LS	LOCATE ALL EXISTING UNDERGROUND UTILITIES		
7.	1	LS	EXISTING L-824, 5KV CONDUCTOR AND CONDUIT, REMOVED RUNWAY 10-28(R1-R2) & TAXIWAY BRAVO (T4-T5)		
8.	126,000	LF	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT		
9.	100,800	LF	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS		
10.	6,000	LF	NO. 12 AWG, 600V, TYPE THHN, INSTALLED IN CONDUIT		
11.	1	LS	250KW DIESEL GENERATOR & 400 ATS WITH BYPASS, INSTALLED		
12.	1	LS	GENERATOR DOCKING STATION		
13.	1	LS	AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM WITH CABLING, INSTALLED		
14.	1	LS	L-854 RADIO CONTROLLER WITH ANTENNA SYSTEM, INSTALLED		
15.	1	LS	FIRE ALARM SYSTEM ANNUNCIATOR WITH CABLING AND COMPONENTS, INSTALLED		
16.	1	LS	EXISTING VAULT EQUIPMENT & ALL COMPONENTS, REMOVED. RUNWAY 10-28(R1-R2), TAXIWAY BRAVO (T4-T5)		
17.	1	LS	INSTALLATION OF EQUIPMENT IN VAULT		
18.	950	LF	DIRECTIONAL BORING, 2-WAY 4-INCH POLYETHYLENE CONDUIT		
19.	500	LF	DIRECTIONAL BORING, 4-WAY 4-INCH POLYETHYLENE CONDUIT		
20.	100	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 1-INCH		
21.	102,800	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH		
22.	3,900	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 4-INCH		
23.	2,000	LF	ENCASED ELECTRICAL DUCT BANK, 6-WAY 4-INCH, INSTALLED		

SPEC. NO.	BID QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL PRICE
24.	L-110-5.8	2,900	LF	DIRECTIONAL BORING, 1-WAY, 2"INCH PVC SCH 80	
25.	L-115-5.1	6	EA	ELECTRICAL MANHOLE, INSTALLED	
26.	L-115-5.2	27	EA	ELECTRICAL HANDHOLE, INSTALLED	
27.	L-125-5.1	83	EA	EXISTING BASE-MOUNTED RUNWAY EDGE LIGHT, REMOVED	
28.	L-125-5.2	243	EA	EXISTING BASE-MOUNTED TAXIWAY EDGE LIGHT, REMOVED	
29.	L-125-5.3	23	EA	EXISTING IN-PAVEMENT MOUNTED RUNWAY EDGE, END LIGHTS, REMOVED	
30.	L-125-5.4	46	EA	EXISTING BASE-MOUNTED AIRPORT GUIDANCE SIGN, REMOVED	
31.	L-125-5.5	26	EA	L-850C(L) IN-PAVEMENT MOUNTED RUNWAY EDGE, THRESHOLD, OR END LIGHTS, INSTALLED	
32.	L-125-5.6	83	EA	L-862 (HIRL LED), BASE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	
33.	L-125-5.7	209	EA	L-861T (MITL LED), BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	
34.	L-125-5.8	11	EA	L-858(L) BASE MOUNTED, LED GUIDANCE SIGN, SIZE 4, INSTALLED	
35.	L-125-5.9	8	EA	L-858(L) BASE MOUNTED, LED GUIDANCE SIGN, SIZE 2, INSTALLED	
36.	L-125-5.10	27	EA	L-858(L) BASE MOUNTED, LED GUIDANCE SIGN, SIZE 3, INSTALLED	
37.	L-125-5.11	338	EA	L-867 JUNCTION BASE CAN, INSTALLED	
38.	L-125-5.12	25	EA	L-868B 12" BASE CAN, INSTALLED	
39.	L-125-5.13	87	EA	FIELD LIGHTNING ARRESTOR, INSTALLED	
				BASE BID TOTAL	

MGM Airport Electrical Airfield System Upgrades - Phase II ADDITIVE ALTERNATE					
AA-1	C-105	1	LS	MOBILIZATION	
AA-2	L-108-5.6	1	LS	EXISTING L-824 5KV CONDUCTOR AND CONDUIT, REMOVED. RUNWAY 3-21 (R3-R4), TAXIWAY A, E, C, & F (T1-T3, T6-T8)	
AA-3	L-108-5.7	88500	LF	NO.8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK, OR CONDUIT	
AA-4	L-108-5.4	88500	LF	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	
AA-5	L-109-7.8	1	LS	EXISTING VAULT EQUIPMENT & ALL COMPONENTS, REMOVED. RUNWAY 3-21(R3-R4), TAXIWAY ALPHA (T1-T3) TAXIWAY ECHO (T6-T7) TAXIWAY CHARLIE, FOXBORO (T8)	
AA-6	L-110-5.9	800	LF	DIRECTIONAL BORING, 2-WAY4"INCH POLYETHYLENE CONDUIT	
AA-7	L-110-5.10	70800	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH	
AA-8	L-110-5.11	1600	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 4-INCH	
AA-9	L-115-5.3	18	EA	ELECTRICAL HANDHOLE, INSTALLED	

SPEC. NO.	BID QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL PRICE
AA-10	L-125-5.14	334	EA	EXISTING BASE-MOUNTED TAXIWAY EDGE LIGHT, REMOVED	
AA-11	L-125-5.15	21	EA	EXISTING IN-PAVEMENT MOUNTED TAXIWAY EDGE, END LIGHTS, REMOVED	
AA-12	L-125-5.16	38	EA	EXISTING BASE-MOUNTED AIRPORT GUIDANCE SIGN, REMOVED	
AA-13	L-125-5.17	22	EA	L-852(T) (MITL LED) IN-PAVEMENT MOUNTED TAXIWAY EDGE LIGHTS, INSTALLED	
AA-14	L-125-5.18	6	EA	L-810(L) FENCE-POST MOUNTED LED OBSTRUCTION LIGHTS	
AA-15	L-125-5.19	368	EA	L-861T (MITL LED), BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	
AA-16	L-125-5.20	38	EA	L-858(L) BASE MOUNTED, LED GUIDANCE SIGN, SIZE 2, INSTALLED	
AA-17	L-125-5.21	496	EA	L-867 JUNCTION BASE CAN, INSTALLED	
AA-18	L-125-5.22	5	EA	L-868B 12" BASE CAN, INSTALLED	
AA-19	L-125-5.23	75	EA	FIELD LIGHTNING ARRESTOR, INSTALLED	
AA-20	L-125-5.24	10	EA	L-861 (MIRL LED), BASE MOUNTED RUNWAY EDGE LIGHT (FIXTURE ONLY) (NON FAA ELIGIBLE)	
AA-21	L-125-5.25	4	EA	L-861 (MIRL LED), BASE MOUNTED RUNWAY THRESHOLD END LIGHT (FIXTURE ONLY) (NON FAA ELIGIBLE)	
				ADD. ALT. TOTAL	
				BASE + ADD. ALT. TOTAL	

CONTRACT AGREEMENT

THIS AGREEMENT, made as of _____ is **BY AND BETWEEN**

the OWNER: **Montgomery Airport Authority**
4445 Selma Highway
Montgomery, AL 36108

And the CONTRACTOR: _____

WITNESSETH:

WHEREAS it is the intent of the OWNER to make improvements at Montgomery Regional Airport generally described as follows;

Airfield Electrical Replacement - Phase II 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 – Agreement

This contract, the documents issued hereunder, and the accompanying General Provisions, Supplementary Provisions, FAA Contract Provisions, Technical Specifications, Addenda, Request for Bids, 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 authorized change orders issued subsequent to the date of this agreement constitute the entire agreement between the parties.

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.

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:

<u><i>Xxx and xx/100 dollars</i></u>	<u><i>\$xxx,xxx</i></u>
<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 195 consecutive calendar days (Base Bid) or 405 consecutive calendar days (Base + Additive Bid, if awarded) 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 \$2725.00 per day for each calendar day required in excess of the authorized Contract Time. In addition to the overall contract time, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum for exceeding allowable construction time per each individual Phase of the project, if applicable, as defined in Section 80 of the General Conditions.

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 Certifications

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

Article 8 – 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 9 - Warrantees and Guarantee

The Contractor shall provide the manufacturer's warranties to the Owner for all equipment and the Contractor warrants equipment and guarantees workmanship for satisfactory in-service operation of the equipment and related components for a period of one year following the date of completion of the operational check period.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows: Goodwyn Mills Cawood, LLC, 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.

Article 11 – Federal Contract Provisions

CIVIL RIGHTS – GENERAL

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements

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

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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).

ACCESS TO RECORDS AND REPORTS

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

ENERGY CONSERVATION REQUIREMENTS

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

TRADE RESTRICTION CERTIFICATION

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

COPELAND “ANTI-KICKBACK” ACT

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.

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on

any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and

wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or

program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> 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.

"General Decision Number: AL20240165 04/19/2024

Superseded General Decision Number: AL20230165

State: Alabama

Construction Type: Highway

County: Montgomery County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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. |
 | | |

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
1	04/19/2024

* ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.90	3%+9.41

* SUAL2019-044 11/13/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 16.65 **	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 15.09 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.55 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.20 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.40	0.00
LABORER GRADE CHECKER.....	\$ 14.08 **	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and

Distributor.....	\$ 13.09 **	0.00
LABORER: Common or General.....	\$ 12.07 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.41 **	0.00
LABORER: Pipelayer.....	\$ 12.59 **	0.00
LABORER: Erosion Control.....	\$ 12.50 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.28 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.57 **	0.00
OPERATOR: Bulldozer.....	\$ 14.93 **	0.00
OPERATOR: Crane.....	\$ 23.10	0.00
OPERATOR: Distributor.....	\$ 16.12 **	0.00
OPERATOR: Drill.....	\$ 26.73	11.25
OPERATOR: Grader/Blade.....	\$ 17.98	0.00
OPERATOR: Loader.....	\$ 15.55 **	0.00
OPERATOR: Material Transfer Vehicle.....	\$ 16.60 **	0.00
OPERATOR: Mechanic.....	\$ 18.59	0.00
OPERATOR: Milling Machine.....	\$ 15.79 **	0.00
OPERATOR: Oiler.....	\$ 16.83 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.83 **	0.00
OPERATOR: Roller.....	\$ 15.02 **	0.00
OPERATOR: Scraper.....	\$ 13.30 **	0.00

PAINTER (Brush and Roller).....	\$ 15.97 **	1.27
TRAFFIC CONTROL: Flagger.....	\$ 15.13 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 16.34 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.51 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.00 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.50	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 15.56 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.50 **	0.00

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.
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END OF GENERAL DECISION"

"General Decision Number: AL20240115 01/05/2024

Superseded General Decision Number: AL20230115

State: Alabama

Construction Type: Heavy

Counties: Autauga, Elmore, Lowndes and Montgomery Counties in Alabama.

HEAVY CONSTRUCTION PROJECTS

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

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

SUAL2015-043 08/02/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.72	7.91
CEMENT MASON/CONCRETE FINISHER, Includes Water Sewer Lines.....	\$ 13.78 **	0.00
ELECTRICIAN.....	\$ 19.56	0.00
LABORER: Common or General, Includes Water Sewer Lines.....	\$ 12.33 **	0.00
LABORER: Pipelayer, Includes Water Sewer Lines.....	\$ 11.95 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe, Includes Water Sewer Lines.....	\$ 14.84 **	0.00
OPERATOR: Loader, Includes Water Sewer Lines.....	\$ 17.64	2.14
TRUCK DRIVER: Dump Truck, Includes Water Sewer Lines.....	\$ 12.56 **	2.12

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.

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END OF GENERAL DECISION"

DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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)].

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

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.

EEO Specification

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

PROHIBITION OF SEGREGATED FACILITIES

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

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms 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 to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

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

- c) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- d) 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

Termination for Convenience

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

1. Contractor must immediately discontinue work as specified in the written notice.

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

Owner agrees to pay Contractor for:

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

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

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

Termination for Default

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.

BREACH OF CONTRACT TERMS

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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.

VETERAN'S PREFERENCE

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

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed four (4) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Montgomery Airport Authority

Address: 4445 Selma Highway
Montgomery, AL 36108

By: Wade Davis

Executive Director
Title

ATTEST

By: Signature

Title

CONTRACTOR

Name: Contractor

Address: Contractor's Street
City, State Zip Code

By: Signature

Contractor's Title
Title

ATTEST

By: Signature

Title

80-07 Determination and extension of contract time. The number of calendar or working 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 (195 Consecutive Calendar Days (Base Bid) OR 405 Consecutive Calendar Days (Base Bid + Additive Bid, if awarded). **See Liquidated Damages table(s) below:**

Phase	Exceeding Phase and/or Sub-Phases	Sub Phase Liquidated Damages Cost per Minute until Re-Opening (Night Work)	Construction Phase Time Allowance <i>*(See Safety and Phasing Plans For "Sub Phase" Time allowance)</i>
Phase 1 (Base Bid)	\$10,000.00 per Calendar Day (Phase and Sub-Phases)	\$1,000.00 per Minute (Exceeding 5:30 AM)	*120 Calendar Days Total
Phase 2 (Base Bid- Concurrent Phase)	\$2,725.00 per Calendar Day (Phase only)	N/A	*120 Calendar Days Total
Phase 3 (Base Bid)	\$2,725.00 per Calendar Day (Phase only)	N/A	*20 Calendar Days Total
Phase 4 (Additive Bid)	\$2,725.00 per Calendar Day (Phase only)	\$500.00 per Minute (Exceeding 5:30 AM)	*135 Calendar Days Total
Phase 5 (Base Bid/ Additive Bid - Demolition)	5I/5J/5K @ \$10,000.00 per Calendar Day; Phase only @ \$2,725.00 per Calendar Day	5I/5J/5K @ \$1,000.00 per Minute (Exceeding 5:30 AM)	*55 Calendar Days Total (Base Bid Only) *130 Calendar Days Total (Base +Additive Bid)

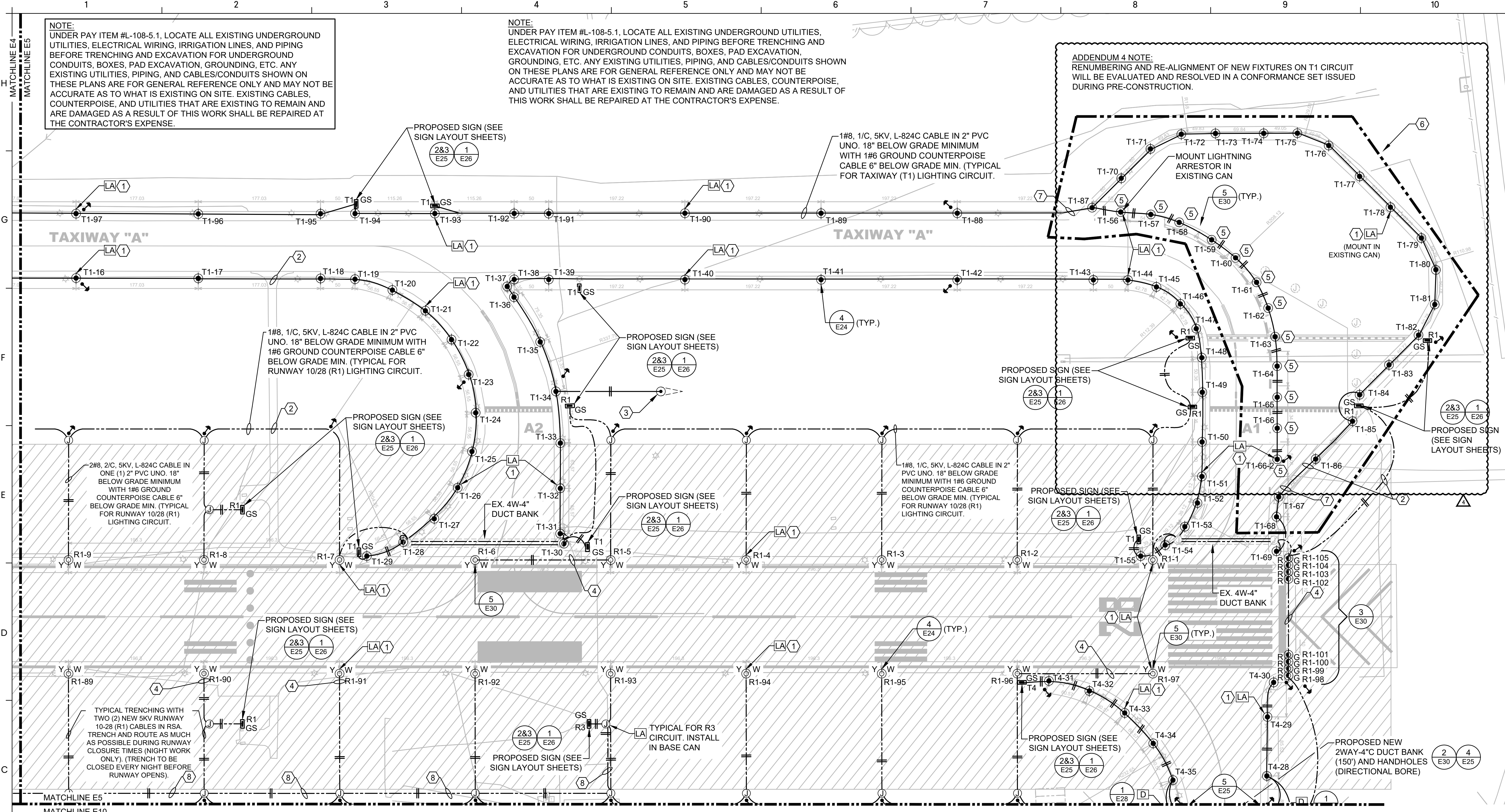
Exceeding Overall Total Contract Time of 195 Consecutive Calendar Days (Base Bid) <u>OR</u> 405 Consecutive Calendar Days (Base Bid + Additive Bid, if awarded)
\$2,725.00 per Calendar Day

Notes:

1). Liquidated Damages as noted above shall be assessed cumulative per Phase, Sub-Phase, Minutes, and total Contract time if encountered.

2). Time extensions may be considered in accordance to Adverse Weather contract provisions, if encountered. Monthly impact/reporting and request beyond normal recorded rainfall will be required for review or considerations shall be considered forfeited.

The maximum construction time allowed for Phases will be the sum of the time allowed for individual phases but not more than **[195 for Base Bid or 405 for base bid & additive bid, if awarded]** days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.



NOTE:
 UNDER PAY ITEM #L-108-5.1, LOCATE ALL EXISTING UNDERGROUND UTILITIES, ELECTRICAL WIRING, IRRIGATION LINES, AND PIPING BEFORE TRENCHING AND EXCAVATION FOR UNDERGROUND CONDUITS, BOXES, PAD EXCAVATION, GROUNDING, ETC. ANY EXISTING UTILITIES, PIPING, AND CABLES/CONDUITS SHOWN ON THESE PLANS ARE FOR GENERAL REFERENCE ONLY AND MAY NOT BE ACCURATE AS TO WHAT IS EXISTING ON SITE. EXISTING CABLES, COUNTERPOISE, AND UTILITIES THAT ARE EXISTING TO REMAIN AND ARE DAMAGED AS A RESULT OF THIS WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

NOTE:
 UNDER PAY ITEM #L-108-5.1, LOCATE ALL EXISTING UNDERGROUND UTILITIES, ELECTRICAL WIRING, IRRIGATION LINES, AND PIPING BEFORE TRENCHING AND EXCAVATION FOR UNDERGROUND CONDUITS, BOXES, PAD EXCAVATION, GROUNDING, ETC. ANY EXISTING UTILITIES, PIPING, AND CABLES/CONDUITS SHOWN ON THESE PLANS ARE FOR GENERAL REFERENCE ONLY AND MAY NOT BE ACCURATE AS TO WHAT IS EXISTING ON SITE. EXISTING CABLES, COUNTERPOISE, AND UTILITIES THAT ARE EXISTING TO REMAIN AND ARE DAMAGED AS A RESULT OF THIS WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

ADDENDUM 4 NOTE:
 RENUMBERING AND RE-ALIGNMENT OF NEW FIXTURES ON T1 CIRCUIT WILL BE EVALUATED AND RESOLVED IN A CONFORMANCE SET ISSUED DURING PRE-CONSTRUCTION.

AIRFIELD LIGHTING & WIRING PLAN - RUNWAY 10/28 - TAXIWAY "A" - PART 5



KEYED NOTES (#)

- PROVIDE FIELD LIGHTING ARRESTOR FOR SERIES 5KV CIRCUIT AS SPECIFIED. INSTALL ARRESTOR IN THE BASE-CAN INDICATED AND CONNECT INTO THE SERIES 5KV LIGHTING CIRCUIT PER MANUFACTURER'S REQUIREMENTS. GROUND ARRESTOR TO BASE-CAN GROUND LUG USING A #4 GROUNDING CONDUCTOR. PROVIDE A RED TAG WITH WHITE "LA" LETTERS ON FIXTURE STEM TAG SHALL MATCH DETAIL 2/E24 EXCEPT FOR THE COLOR.
- OPEN CUT - FILL AND REPAIR CABLE CROSSING ON EXISTING ACCESS ROAD.
- APPROXIMATE LOCATION OF EXISTING SUPPLEMENTAL WINDCONE TO REMAIN - CONNECT TO NEW (T1) CIRCUIT AS REQUIRED DURING NEW CIRCUIT SWITCH OVER PHASE OF CONSTRUCTION.
- DIRECTIONAL BORE - 1-WAY-2" PVC SCHEDULE 80 CONDUIT, SEE DETAIL 4/E33.
- EXISTING IN PAVEMENT LIGHTS TO BE REMOVED. EXISTING BASE AND CONDUIT TO REMAIN. REPLACE EXISTING FIXTURE WITH NEW LED DURING NEW WORK PHASE OF CONSTRUCTION. CONTRACTOR TO MODIFY EXISTING BASE AS NEEDED TO INSTALL NEW 12" IN-PAVEMENT FIXTURE. IF EXISTING FIXTURE IS LARGER THAN 12" DIAMETER, AN ADAPTER PLATE WILL NEED TO BE INSTALLED AA2512-CDE TYPE TO FILL VOID BY NEW FIXTURE. CONTRACTOR TO VERIFY IF ADAPTER PLATES ARE NEEDED AND QUANTITIES BEFORE ORDERING NEW IN-PAVEMENT LIGHT FIXTURES AND ALL EQUIPMENT. IF EXISTING BASE IS NOT REUSABLE CONTRACTOR TO MAKE MODIFICATIONS TO EXISTING BASE CAN TO BE USABLE. CORE DRILL AROUND EXISTING CAN AND REPAIR AS REQUIRED. CONTRACTOR TO CONNECT TO NEW CIRCUITRY DURING DEMOLITION PHASE OF CONSTRUCTION ONCE NEW SYSTEM IS FULLY OPERATIONAL.
- NEW LIGHTING IN THIS AREA LOCATED IN EXISTING CONCRETE TO BE INSTALLED IN EXISTING LOCATION DURING

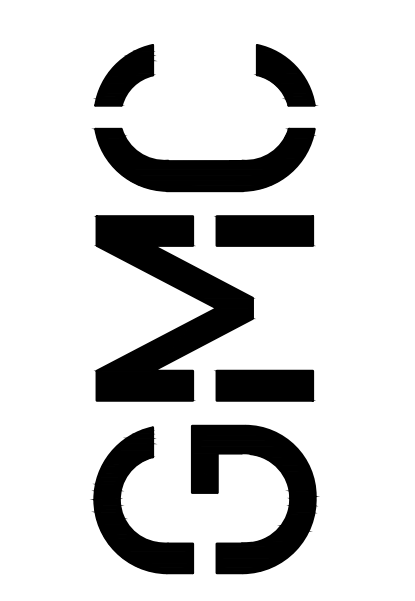
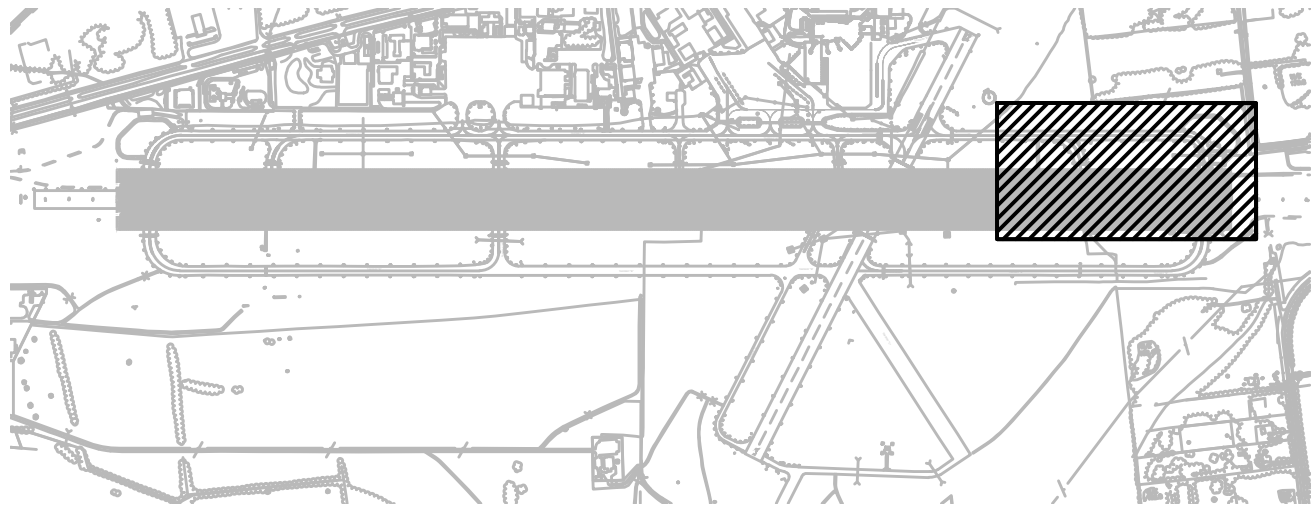
NEW WORK PHASE OF CONSTRUCTION. EXISTING BASE CAN AND CONDUIT TO BE RE-USED. CONTRACTOR TO RE-CONNECT TO NEW CIRCUITRY (WIRING, TRANSFORMERS, ETC.) DURING DEMOLITION PHASE OF CONSTRUCTION.

CONTRACTOR TO TERMINATE NEW 5KV WIRING CIRCUIT (T1) APPROXIMATELY AT THIS LOCATION. LEAVE ENOUGH CABLE SLACK TO CONNECT TO LIGHTING FIXTURES IN AREA DESCRIBED IN NOTE 6.

2#8, 2/C, 5KV, L-824C CABLE IN ONE (1) 2" PVC UNO. 18" BELOW GRADE MINIMUM WITH #6 GROUND COUNTERPOISE CABLE 6" BELOW GRADE MIN. (TYPICAL FOR RUNWAY 10/28 (R3) DTG SIGN CIRCUIT. INSTALL IN SAME TRENCH AS RUNWAY 10/28 (R1) CIRCUIT.

GENERAL NOTES:

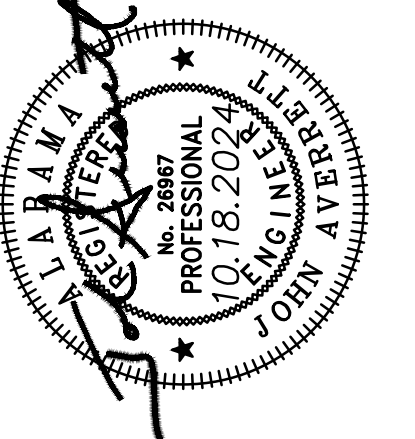
- EDGE LIGHTS SHALL BE INSTALLED AND LOCATED 10'-0" MAXIMUM FROM THE EDGE OF PAVEMENT AND IN UNIFORM FASHION ALONG THE RUNWAY OR TAXIWAY. EXISTING RUNWAY LIGHTS ARE APPROXIMATELY 8'-0" FROM EDGE. INSTALL NEW RUNWAY EDGE LIGHTS AT 10'-0" FROM EDGE OF PAVEMENT. EXISTING TAXIWAY LIGHTS ARE APPROXIMATELY 9'-0"-10'-0" FROM EDGE OF PAVEMENT. NEW TAXIWAY EDGE LIGHTS MUST BE INSTALLED WITHIN THE 10' MAXIMUM. CONTRACTOR TO INSTALL NEW LIGHTS AT 8'-0" OR BEST TO NOT INTERFERE WITH EXISTING LIGHTING SYSTEM. EXISTING MEASUREMENTS ARE BASED OFF OF LIMITED SITE VISITS AND MINIMUM EXISTING LIGHT QUANTITIES THAT WERE MEASURED. CONTRACTOR TO FIELD VERIFY EXACT MEASUREMENTS OF EXISTING EDGE LIGHTS FROM EDGE OF PAVEMENTS.
- PROVIDE HANDHOLE PULL/ JUNCTION BOXES WHERE INDICATED AS A MINIMUM. PROVIDE ADDITIONAL HANDHOLE PULL/ JUNCTION BOXES OF THE SAME SIZE AND TYPE WHERE NECESSARY SO AS NOT TO EXCEED THE CABLE/CONDUCTOR'S MAXIMUM ALLOWED PULLING TENSION AND NOT TO EXCEED THE EQUIVALENT OF 360 DEGREES IN BENDS BETWEEN ANY TWO CONDUIT TERMINATION POINTS.
- HAND-HOLE BOXES SHALL BE LOCATED CLOSER THAN 10' CLEAR FROM EDGE OF PAVEMENT FOR RUNWAY, TAXIWAY, APRON, OR ROADWAYS.



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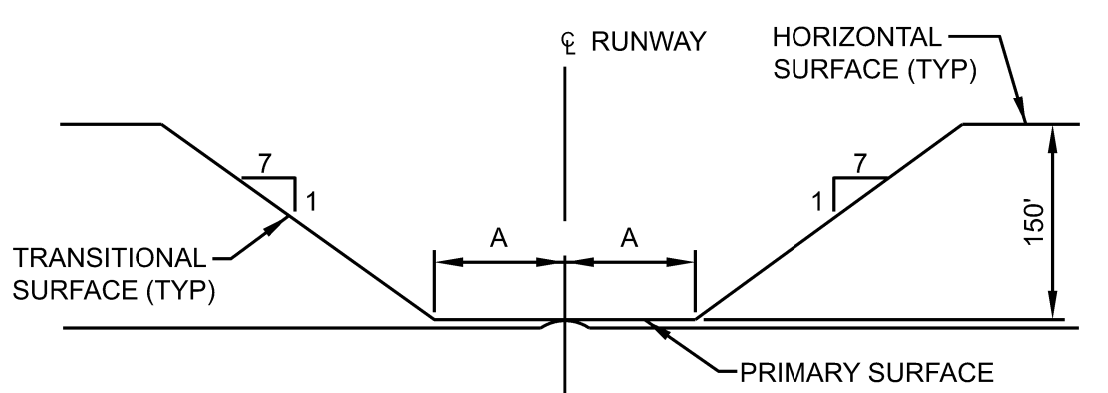
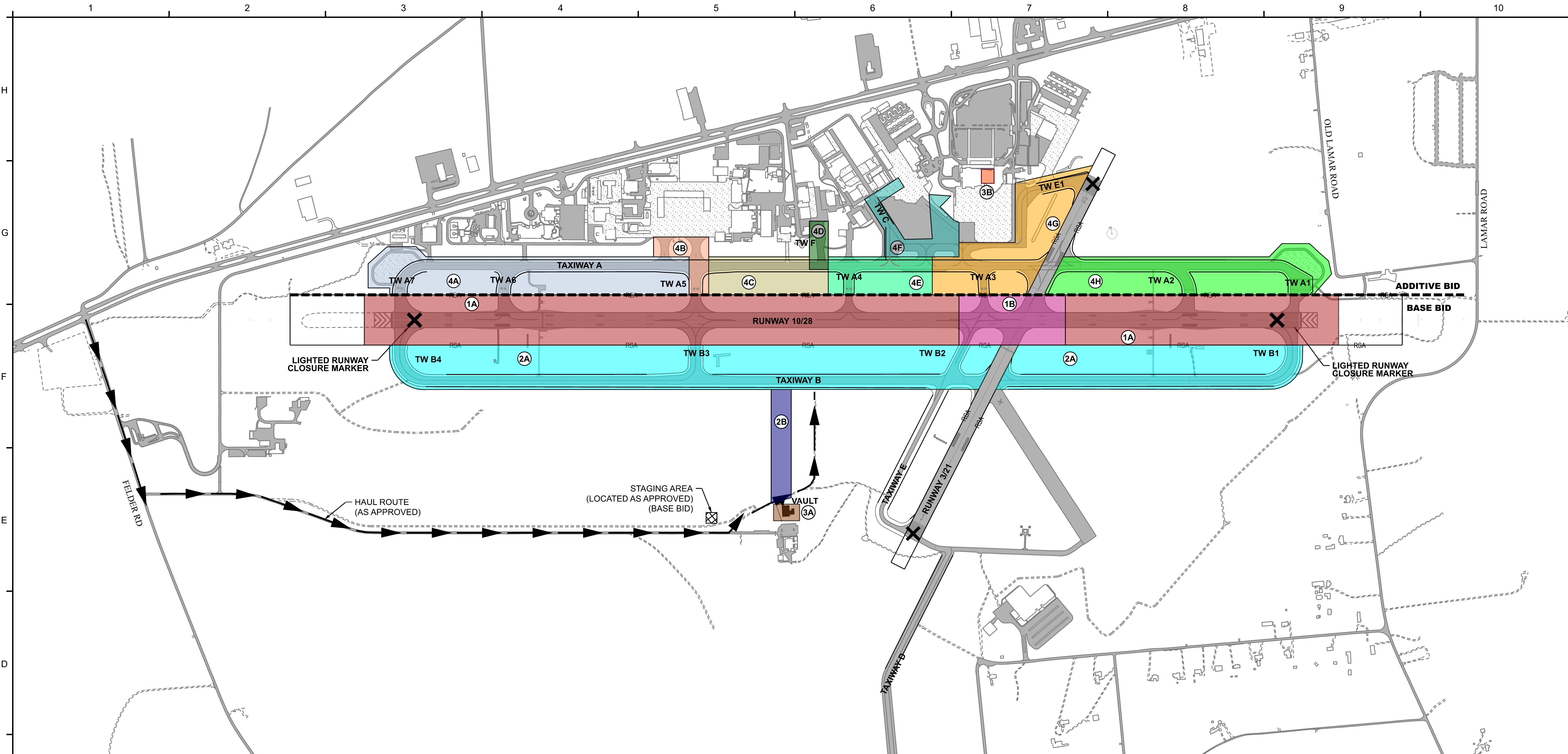
ISSUE	DATE
BID SET	10/18/2024
ADDENDUM #4	12/17/2024
DESIGNED BY:	JDA/JDZ
DRAWN BY:	JDA/JDZ
CHECKED BY:	JDA

MONTGOMERY REGIONAL
 AIRPORT AIRFIELD
 ELECTRICAL REPLACEMENT -
 PHASE II (AIRFIELD)
GMC # TMGM210029
SCALE: 1"=70'

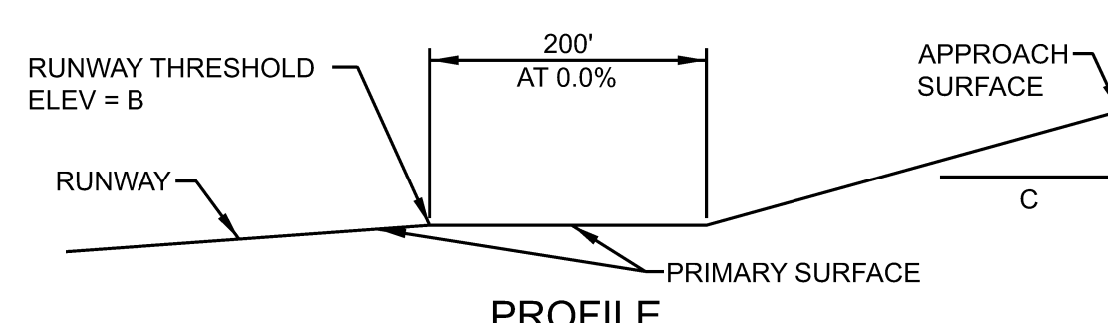


AIRFIELD LIGHTING & WIRING PLAN - RUNWAY 10/28 & TAXIWAY "A" - PART 5
E5
 sheet 32 of 60

VMGM220022



SECTION



PROFILE

PAVEMENT	SAFETY AREA WIDTH *
RW 3-21	150'
RW 10-28	500'
TAXIWAY A	118'
TAXIWAY B	118'
TAXIWAY C	79'
TAXIWAY D	79'
TAXIWAY E	79'
TAXIWAY F	79'

* ALL DISTANCES ARE CENTERED ABOUT THE CENTERLINE OF THE AREA LISTED.

SAFETY AREA DIMENSIONS

RUNWAY END	A	B	C
3	500'	221.1'	34
21	500'	186.5'	20
10	1000'	219.3'	50
28	1000'	195.5'	50

FAR PART 77 SURFACES
N.T.S.

NOTE:
THE PART 77 SECTION VIEW IS CENTERED ON THE RUNWAY CENTERLINE AT THE CENTERLINE ELEVATION, AND ON THE EXTENDED RUNWAY CENTERLINE AT THE RUNWAY THRESHOLD ELEVATION TO A POINT 200 FEET BEYOND EACH THRESHOLD. THE SECTION THEN RISES ALONG THE SLOPE INDICATED ON THE PROFILE VIEW.

SAFETY NOTES

- ALL CONSTRUCTION VEHICLES AND EQUIPMENT OPERATING ON THE AIRPORT PROPERTY SHALL BE MARKED WITH A FLASHING CIRCULAR AMBER EMERGENCY WARNING LIGHT, ACCORDING TO FAA ADVISORY CIRCULAR 150/5370-2G.
- ALL FOREMEN'S AND SUPERINTENDENT'S VEHICLES SHALL CONTAIN RADIOS CAPABLE OF TRANSMITTING AND RECEIVING THE FAA GROUND CONTROL FREQUENCY OF 121.7 MHZ AND TOWER/CTAF FREQUENCY OF 119.7 MHZ. NORMAL RADIO COMMUNICATIONS BETWEEN CONTRACTOR PERSONNEL WILL NOT BE ALLOWED ON ANY FAA FREQUENCY.
- ALL FLAGMEN CONTROLLING CONSTRUCTION TRAFFIC ACROSS AIRPORT OPERATIONAL SHALL ALSO BE EQUIPPED WITH A RADIO WHICH WILL OPERATE ON A FREQUENCY 121.7 MHZ AND 119.7 MHZ. COMMUNICATION PROCEDURES WILL BE COORDINATED WITH THE AIR TRAFFIC CONTROL TOWER AT THE PRE-CONSTRUCTION MEETING.
- THERE SHALL BE A MINIMUM OF 4 RADIOS CAPABLE OF OPERATING ON THE FAA GROUND CONTROL FREQUENCY OF 121.7 MHZ AND TOWER FREQUENCY 119.7 MHZ ON THE PROJECT SITE AT ALL TIMES DURING EACH CONSTRUCTION WORK PERIOD.
- SUFFICIENT VACUUM TYPE SWEEPERS AND CLEAN UP EQUIPMENT SHALL BE PROVIDED IN ORDER THAT ALL WASTE, LOOSE MATERIAL, AND DEBRIS CAN BE REMOVED FROM ALL AIRPORT OPERATION AREAS.
- ALL BARRICADES, RADIOS, TEMPORARY MARKINGS, ETC., AS INCLUDED IN THESE SAFETY NOTES, SHALL BE FURNISHED AT NO ADDITIONAL COST TO THE OWNER. AIRFIELD BARRICADES SHALL CONFORM TO THE REQUIREMENTS OF AC 150/5370-2G. NO SEPARATE MEASUREMENT AND PAYMENT WILL BE MADE FOR THESE REQUIRED SAFETY ITEMS. ALL COSTS ASSOCIATED WITH THESE ITEMS MUST BE INCLUDED IN THE CONTRACT BID PRICES LISTED IN THE PROPOSAL FOR THE ITEMS WHICH WOULD MOST LOGICALLY INCLUDE THEM.
- THE CONTRACTOR SHALL NOT AT ANY TIME BE ON THE RUNWAY UNLESS THE AIR TRAFFIC CONTROL TOWER GIVES PRIOR APPROVAL.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION, MAINTENANCE, REMOVAL AND CLEANUP OF ALL HAUL ROUTES (ON AND OFF AIRPORT PROPERTY).
- THE CONTRACTOR SHALL FURNISH ALL LIGHTING NECESSARY FOR NIGHT OPERATIONS. LIGHTING WILL BE DIRECTED OR SHADED TO PREVENT INTERFERENCE WITH AIRCRAFT, THE AIR TRAFFIC CONTROL TOWER, AND OTHER AIRPORT OPERATIONS. THE CONTRACTOR SHALL BE CAPABLE OF REMOVING ALL LIGHTING EQUIPMENT FROM THE RUNWAY WITHIN 15 MINUTES OF NOTIFICATION OF AN EMERGENCY. A TRAILER MOUNTED LIGHTED 'X' SHALL BE PROVIDED FOR EACH RUNWAY END FOR NIGHT TIME CLOSURE OF RUNWAY 3/21 AND RUNWAY 10/28. ALL FOUR 'X' SIGNALS MAY BE RENTED FROM THE AIRPORT FOR THE PROJECT DURATION IF AVAILABLE.
- THE CONTRACTOR SHALL BE REQUIRED TO HAVE ON HAND AT ALL TIMES DURING CONSTRUCTION ACTIVITIES ONE AIRPORT POLICE RADIO CAPABLE OF A FREQUENCY OF 156.21 MHZ.
- ALL MGM NOTAMS CAN BE VERIFIED USING THE FOLLOWING LINK: <https://notams.aim.faa.gov/notamSearch/snapp.html#/results>

SEQUENCING/PHASING NOTES

- CONTRACTOR SHALL PREPARE STAGING AREAS AND HAUL ROUTES. CONTRACTOR SHALL BE ALLOWED ACCESS TO THE AIRPORT DURING APPROVED DAYTIME HOURS FOR THIS WORK. CONTRACTOR SHALL REQUEST ACCESS 2 WEEKS PRIOR TO WORKING.
- ALL WORK DESIGNATED AS NIGHT WORK SHALL BE COMPLETED WITHIN THE HOURS OF 11:45 P.M. AND 5:30 A.M., LOCAL TIME.
- A FINAL INSPECTION OF ALL WORK SHALL OCCUR TO CLOSE OUT JOB.
- TEMPORARY INTERMITTENT CLOSURES TO ALL CONNECTOR TAXIWAYS TO RUNWAY 10-28 WILL BE REQUIRED. CLOSURES REQUIRED FOR INITIAL CURING OF CONCRETE ASSOCIATED TO EXISTING/PROPOSED R/W LIGHT DEMOLITION/PLACEMENT AS PER PLANS. DETAILED COORDINATION BETWEEN CONTRACTOR AND AIRFIELD OPERATIONS WILL BE REQUIRED FOR TEMPORARY NOTAMS ASSOCIATED. CLOSE COORDINATION WILL BE REQUIRED FOR REQUESTED CONSTRUCTION SEQUENCE AND MGM AIRFIELD OPERATIONAL NEED. WORK TO BE COORDINATED IN CONSTRUCTION.

SUMMARY OF CONSTRUCTION TIMES	
PHASE 1	120 CONSECUTIVE CALENDAR DAYS
PHASE 2	120 CONSECUTIVE CALENDAR DAYS (CONCURRENT WITH PHASE 1)
PHASE 3	20 CONSECUTIVE CALENDAR DAYS
PHASE 4	135 CONSECUTIVE CALENDAR DAYS (ADDITIVE BID)
PHASE 5	55 CONSECUTIVE CALENDAR DAYS (130 CONSECUTIVE DAYS (BASE + ADDITIVE))
PROJECT TOTAL 195 CONSECUTIVE CALENDAR DAYS (BASE BID)	
405 CONSECUTIVE CALENDAR DAYS (BASE BID AND ADDITIVE BID)	

LEGEND

- RSA — RUNWAY SAFETY AREA
- TSA — TAXIWAY SAFETY AREA
- HAUL ROUTE
- ✕ LIGHTED RUNWAY CLOSURE MARKER

GMC

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ISSUE	DATE
BID SET	10.18.2024
ADDENDUM #1	12.11.2024
DESIGNED BY	BYRLM
DRAWN BY	BYRLM
CHECKED BY	JMR

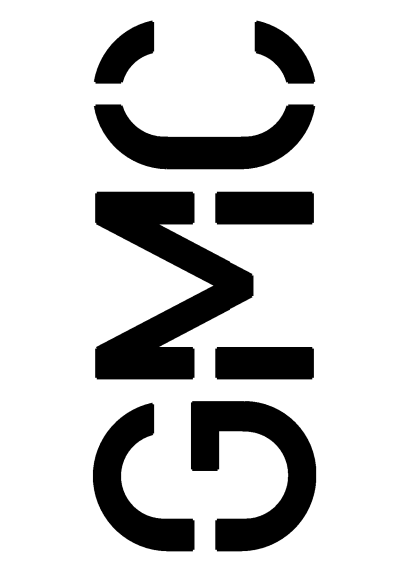
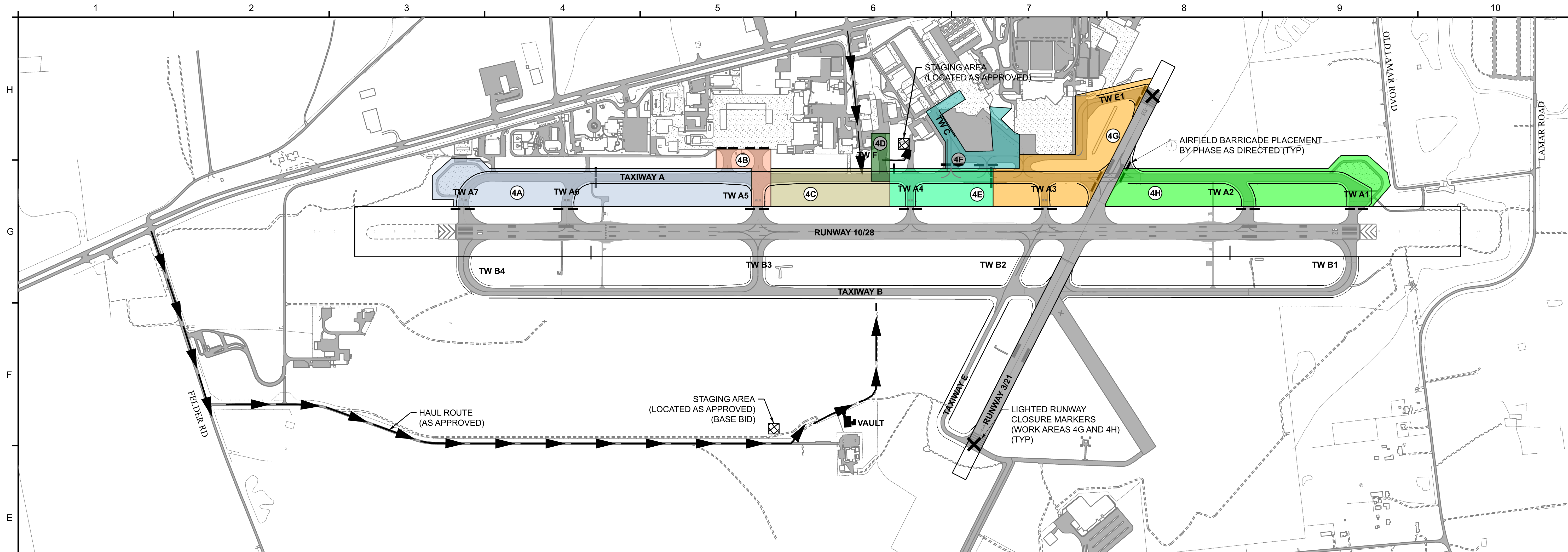
MONTGOMERY REGIONAL AIRPORT AIRFIELD ELECTRICAL REPLACEMENT - PHASE II (AIRFIELD)

GMC # TMGM210029

SCALE: 1"=500'

CONSTRUCTION SAFETY AND PHASING PLAN - OVERALL

Gc2
Sheet 2 of 60

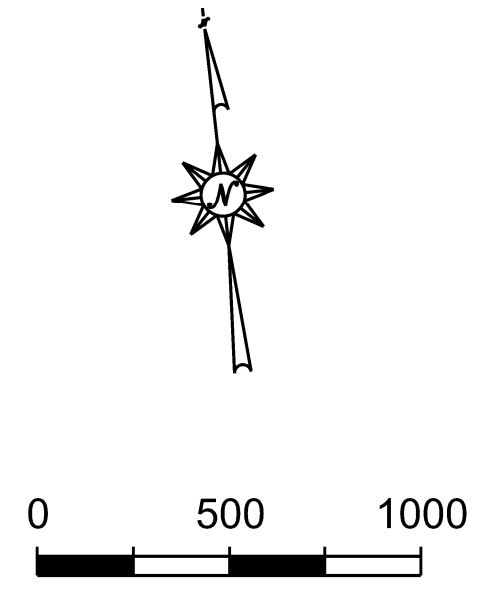


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DRAWN BY	BYRLM
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ADDITIVE BID: PHASE 4 - TOTAL CONTRACT TIME ALLOWED (135 CALENDAR DAYS)		
WORK AREA	DURATION (DAYS)	DESCRIPTION
4A	30 (NIGHT WORK)	<ul style="list-style-type: none"> THIS PHASE SHALL CONSIST OF INSTALLING THE NEW AIRFIELD LIGHTING SYSTEM IN TAXIWAY A SAFETY AREA AND INFIELD (FROM RUNWAY 10 TO TAXIWAY A5, INCLUDING CONNECTOR A6). TAXIWAY A PARTIALLY CLOSED FOR DURATION OF NIGHT WORK RUNWAY 3/21 AND RUNWAY 10/28 WILL REMAIN OPEN FOR THE DURATION OF WORK.
4B	21 (NIGHT WORK)	<ul style="list-style-type: none"> THIS PHASE SHALL CONSIST OF INSTALLING THE NEW AIRFIELD LIGHTING SYSTEM IN TAXIWAY A SAFETY AREA (INCLUDING CONNECTOR A5 AND ADJACENT TAXIWAY AND CONNECTOR) TAXIWAY A PARTIALLY CLOSED AND TAXIWAY CONNECTOR A5 FOR DURATION OF WORK THIS WORK IS TO BE COMPLETED AT NIGHT (11:45 PM - 5:30 AM) REOPENS TO AIR TRAFFIC EACH DAY RUNWAY 3/21 AND RUNWAY 10/28 WILL REMAIN OPEN FOR THE DURATION OF WORK NO CONCURRENT WORK THIS PHASE WORK AREA
4C	21	<ul style="list-style-type: none"> THIS PHASE SHALL CONSIST OF INSTALLING THE NEW AIRFIELD LIGHTING SYSTEM IN TAXIWAY A SAFETY AREA (FROM TAXIWAY A5 TO TAXIWAY A4, INCLUDING CONNECTOR A5 AND ADJACENT APRONS AND RAMPS) TAXIWAY A PARTIALLY CLOSED (LIMITS OF PHASE) FOR DURATION OF WORK RUNWAY 3/21 AND RUNWAY 10/28 WILL REMAIN OPEN FOR DURATION OF WORK WORK WILL BE CONCURRENT WITH WORK AREA 4D
4D	14 (NIGHT WORK)	<ul style="list-style-type: none"> THIS PHASE SHALL CONSIST OF INSTALLING THE NEW AIRFIELD LIGHTING SYSTEM ALONG THE WEST AND NORTH SIDES OF TAXIWAY F AND PORTIONS OF TAXIWAY A WORK CONCURRENT WITH WORK AREA 4C. WORK AREAS SHALL BE CLOSED DURING NIGHT HOURS ONLY (11:45 PM - 5:30 AM). RE-OPENED TO AIR TRAFFIC EACH DAY. SOME INTERMITTENT OPERATIONS SHALL BE COORDINATED WITH FBO AND AIRPORT OPERATIONS ALLOWED AS REQUIRED. RUNWAY 3/21 AND RUNWAY 10/28 WILL REMAIN OPEN FOR THE DURATION OF WORK.
4E	21	<ul style="list-style-type: none"> THIS PHASE SHALL CONSIST OF INSTALLING THE NEW AIRFIELD LIGHTING SYSTEM IN TAXIWAY A SAFETY AREA (FROM TAXIWAY A4 TO TAXIWAY C1 SAFETY AREA, INCLUDING CONNECTOR A4. TAXIWAY A PARTIALLY CLOSED FOR DURATION OF WORK RUNWAY 3/21 AND RUNWAY 10/28 WILL REMAIN OPEN FOR THE DURATION OF WORK
4F	14 (NIGHT WORK)	<ul style="list-style-type: none"> THIS PHASE SHALL CONSIST OF INSTALLING THE NEW AIRFIELD LIGHTING SYSTEM IN AREAS ADJACENT TO TAXIWAY C AND EDGES ALONG THE WEST TERMINAL APRON. WORK AREAS SHALL BE CLOSED DURING NIGHT HOURS ONLY (11:45 PM - 5:30 AM). RE-OPENED TO AIR TRAFFIC EACH DAY. SOME INTERMITTENT OPERATIONS SHALL BE COORDINATED WITH AIR CARRIERS AND ALLOWED AS REQUIRED. RUNWAY 3/21 AND RUNWAY 10/28 WILL REMAIN OPEN FOR THE DURATION OF WORK ACCESS TO PARTIAL TAXIWAY A WILL BE VIA TAXIWAY C1. WORK WILL BE CONCURRENT WITH WORK AREA 4E.
4G	21	<ul style="list-style-type: none"> THIS PHASE SHALL CONSIST OF INSTALLING THE NEW AIRFIELD LIGHTING SYSTEM IN TAXIWAY A SAFETY AREA (FROM TAXIWAY C1 TO RUNWAY 3/21, INCLUDING CONNECTOR A3, E1, AND ADJACENT APRONS AND RAMPS) TAXIWAY A PARTIALLY CLOSED FOR DURATION OF WORK RUNWAY 3/21 WILL BE CLOSED FOR WORK INSIDE OF RSA AND RUNWAY 10/28 WILL REMAIN OPEN
4H	21	<ul style="list-style-type: none"> THIS PHASE SHALL CONSIST OF INSTALLING THE NEW AIRFIELD LIGHTING SYSTEM IN TAXIWAY A SAFETY AREA (FROM RUNWAY 3/21 TO TAXIWAY A1 INCLUDING CONNECTOR A2 AND ADJACENT APRONS AND RAMPS) TAXIWAY A PARTIALLY CLOSED FOR DURATION OF WORK RUNWAY 3/21 WILL BE CLOSED FOR WORK INSIDE OF RSA AND RUNWAY 10/28 WILL REMAIN OPEN

*NOTE: 1. RUNWAY 10/28 AND RUNWAY 3/21 CLOSURE DENOTED PER PHASE WORK AREAS.
 2. STAGING AREA SHOWN IS DESIGNATED FOR STOCKPILED EQUIPMENT AS NEEDED.
 3. EQUIPMENT ONLY CAN BE STAGED ON THE CLOSED PORTION OF TAXIWAY AND OUTSIDE OF RSA AND ROFA.
 4. CONTRACTOR SHALL ENSURE FIRE AND RESCUE VEHICLES CAN ACCESS THE AIRFIELD AT ALL TIMES.



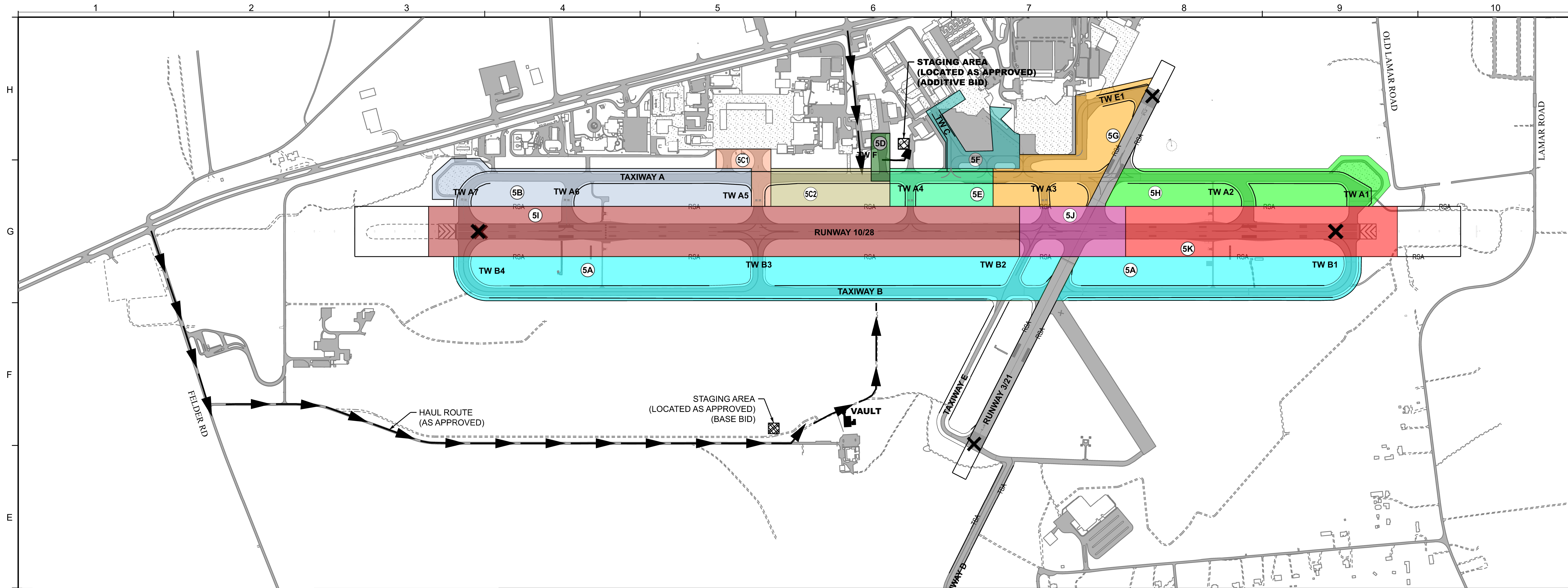
PHASE 4 (ADDITIVE BID)

LEGEND

- ACCESS ROUTE
- 4A
- 4B
- 4C
- 4D
- 4E
- 4F
- 4G
- 4H
- STAGING AREA
- AIRFIELD BARRICADE
- RSA — RUNWAY SAFETY AREA
- TSA — TAXIWAY SAFETY AREA

MONTGOMERY REGIONAL
 AIRPORT AIRFIELD
 ELECTRICAL REPLACEMENT
 - PHASE II (AIRFIELD)
 GMC # TMGM210029
 SCALE: 1"=500'

CONSTRUCTION SAFETY
 AND PHASING PLAN
 G66
 sheet 6 of 60



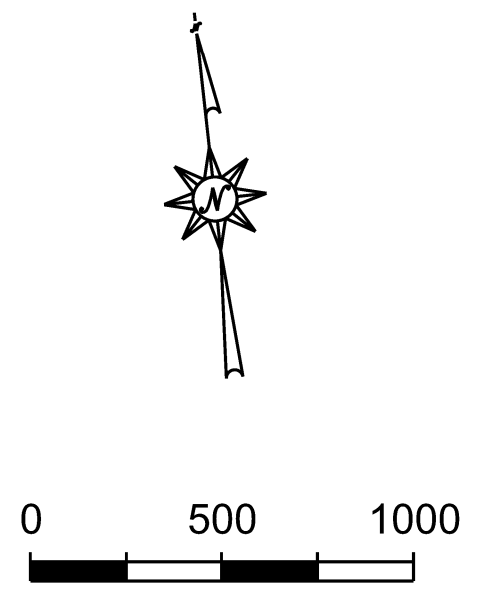
***NOTES:** 1. STAGING AREA SHOWN IS DESIGNATED FOR STOCKPILED EQUIPMENT AS NEEDED.
 2. EQUIPMENT ONLY CAN BE STAGED OUTSIDE OF TAXIWAY SAFETY AREAS, RSA AND ROFA.
 3. CONTRACTOR SHALL ENSURE FIRE AND RESCUE VEHICLES CAN ACCESS THE AIRFIELD AT ALL TIMES.
 4. ALL NIGHT WORK WILL BE COMPLETED BETWEEN THE HOURS OF 11:45 PM TO 5:30 AM.
 5. ALL AIRFIELD CIRCUITS SHALL BE TESTED FOR OPERATIONAL SERVICE AT END OF WORK DAY (ALL PHASES).
 6. DEMOLITION WORK AREA ACCESS/STAGING SHALL BE CONSISTENT WITH PHASE 1 THRU 4.

PHASE 5 (DEMOLITION) - TOTAL CONTRACT TIME ALLOWED (55 CALENDAR DAYS - BASE BID) (130 CALENDAR DAYS - BASE + ADDITIVE BID)		
WORK AREA	DURATION (DAYS)	DESCRIPTION
5A (2A)	0	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 2A WORK LIMITS). DEMOLITION TO BE ACCOMPLISHED IN PHASE 2 (TAXIWAY B) WORK.
5B (4A)	15	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 4A WORK LIMITS).
5C1 (4B)	15	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 4B WORK LIMITS)
5C2 (4C)	10	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 4C WORK LIMITS).
5D (4D)	4 (NIGHT WORK)	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 4D WORK LIMITS) CONCURRENT WITH WORK AREA 5C.
5E (4E)	10	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 4E WORK LIMITS).
5F (4F)	4 (NIGHT WORK)	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 4F WORK LIMITS) CONCURRENT WITH WORK AREA 5E.
5G (4G)	10	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 4G WORK LIMITS).
5H (4H)	15	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 4H WORK LIMITS).
5I (1A)	30 (NIGHT WORK)	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (WEST OF RUNWAY 3/21)(PREVIOUS PHASE 1A WORK LIMITS) • RUNWAY 10/28 WILL REMAIN CLOSED FOR THE DURATION OF WORK (NIGHT WORK)
5J (1B)	15 (NIGHT WORK)	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (PREVIOUS PHASE 1B WORK LIMITS).
5K (1A)	10 (NIGHT WORK)	• THIS PHASE SHALL CONSIST OF DEMOLISHING AND REMOVING EXISTING EQUIPMENT AND CIRCUITS (EAST OF RUNWAY 3/21)(PREVIOUS PHASE 1A WORK LIMITS) • RUNWAY 10/28 WILL REMAIN CLOSED FOR THE DURATION OF WORK (NIGHT WORK)

PHASE 5

LEGEND

- ACCESS ROUTE
- 5A
- 5B
- 5C1
- 5C2
- 5D
- 5E
- 5F
- 5G
- 5H
- 5I
- 5J
- 5K
- STAGING AREA
- AIRFIELD BARRICADE
- RUNWAY SAFETY AREA
- TAXIWAY SAFETY AREA



CONSTRUCTION SAFETY AND PHASING PLAN

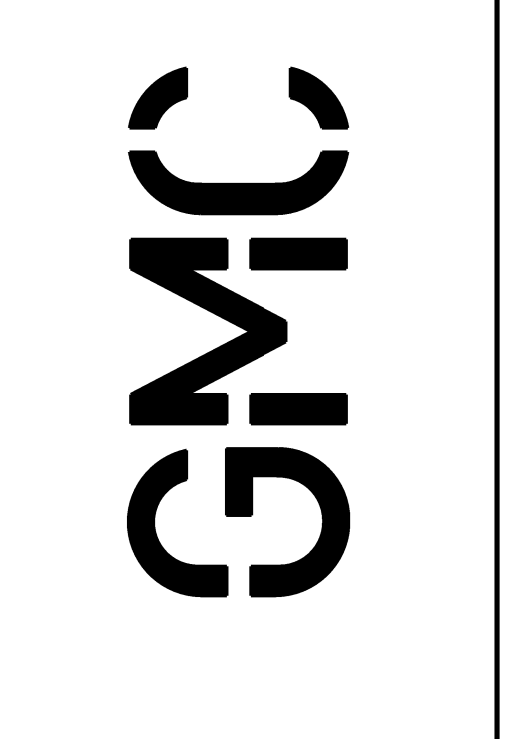
MONTGOMERY REGIONAL AIRPORT AIRFIELD ELECTRICAL REPLACEMENT - PHASE II (AIRFIELD)

GMC # TMGM210029
 SCALE: 1"=500'

GCT
 sheet 5 of 60

ISSUE	DATE
BID SET	10.18.2024
ADDENDUM #1	12.11.2024
DESIGNED BY	RYRLM
DRAWN BY	RYRLM
CHECKED BY	JMR

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 Montgomery, AL 36117
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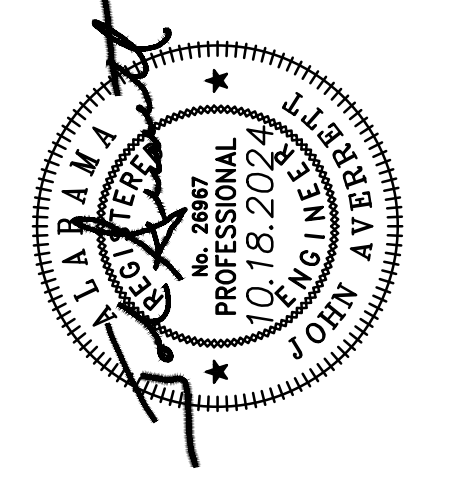
SUMMARY OF QUANTITIES-BASE BID			
ITEM NO.	BASE BID	UNIT	NAME, DESCRIPTION
C-105	1	LS	MOBILIZATION
637-A	1	LS	FENCE RESET
L-107-5.1	1	EACH	L-807, STYLE 1-B, SIZE 2 WIND CONE AND FOUNDATION, IN PLACE
L-107-5.2	1	EACH	SEGEMENTED CIRCLE MARKER SYSTEM, IN PLACE
L-107-5.3	1	LS	EXISTING PRIMARY WIND CONE AND ALL COMPONENTS, REMOVED
L-108-5.1	1	LS	LOCATE ALL EXISTING UNDERGROUND UTILITIES.
L-108-5.2	1	LS	EXISTING L-824 5KV CONDUCTOR AND CONDUIT, REMOVED. RUNWAY 10-28 (R1-R2) & TAXIWAY BRAVO (T4-T5)
L-108-5.3	126000	LF	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT
L-108-5.4	102800	LF	NO. 6 AWG, SOLID BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE DUCT BANK OR CONDUIT
L-108-5.5	6000	LF	NO. 12 AWG, 600V, TYPE THHN, INSTALLED IN CONDUIT
L-109-7.1	1	LS	250KW DIESEL GENERATOR & 400A ATS, ALL CABLING & COMPONENTS INSTALLED
L-109-7.2	1	LS	GENERATOR DOCKING STATION, INSTALLED
L-109-7.3	1	LS	AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM (ALCMS) WITH ALL CABLING & COMPONENTS, INSTALLED
L-109-7.4	1	LS	L-854 RADIO CONTROLLER WITH ANTENNA SYSTEM, INSTALLED
L-109-7.5	1	LS	FIRE ALARM SYSTEM ANNUNCIATOR WITH ALL CABLING AND COMPONENTS, INSTALLED
L-109-7.6	1	LS	EXISTING VAULT EQUIPMENT & ALL COMPONENTS, REMOVED. RUNWAY 10-28 (R1-R2), TAXIWAY BRAVO (T4-T5)
L-109-7.7	1	LS	INSTALLATION OF EQUIPMENT IN VAULT
L-110-5.1	950	LF	DIRECTIONAL BORING, 2-WAY 4" INCH
L-110-5.2	500	LF	DIRECTIONAL BORING, 4-WAY, 4"INCH
L-110-5.3	100	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 1" INCH EMT
L-110-5.4	100800	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2" INCH PVC SCH 40
L-110-5.5	3900	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 4" INCH PVC SCH 40
L-110-5.6	2000	LF	ENCASED ELECTRICAL DUCT BANK, 6-WAY 4 INCH (40MM) PVC SCH 80, 72-INCH (1220MM) MINIMUM COVER, INSTALLED
L-110-5.8	2900	LF	DIRECTIONAL BORING, 1-WAY, 2"INCH PVC SCH 80
L-115-5.1	6	EACH	ELECTRICAL MANHOLE WITH COVER, INSTALLED
L-115-5.2	27	EACH	ELECTRICAL HANDHOLE WITH COVER, INSTALLED
L-125-5.1	83	EACH	EXISTING BASE-MOUNTED RUNWAY EDGE, THRESHOLD END LIGHTS REMOVED
L-125-5.2	243	EACH	EXISTING BASE-MOUNTED TAXIWAY EDGE LIGHTS REMOVED
L-125-5.3	23	EACH	EXISTING IN PAVEMENT MOUNTED RUNWAY EDGE, END LIGHTS REMOVED
L-125-5.4	46	EACH	EXISTING BASE-MOUNTED AIRPORT GUIDANCE SIGN, REMOVED
L-125-5.5	26	EACH	L-850C(L) IN-PAVEMENT MOUNTED RUNWAY EDGE LIGHTS, CLASS 2, MODE 1, STYLE 3, LED, INSTALLED
L-125-5.6	83	EACH	L-862 HIGH INTENSITY BASE-MOUNTED RUNWAY EDGE, THRESHOLD OR END LIGHTS L-862(E), CLASS 2, MODE 1, LED, INSTALLED
L-125-5.7	209	EACH	L-861T (MITL LED) BASE-MOUNTED TAXIWAY EDGE LIGHTS, CLASS 1, MODE 1, LED, INSTALLED
L-125-5.8	11	EACH	LIGHTED AIRPORT GUIDANCE SIGN (SIZE 4, STYLE 2, CLASS 2, MODE 2), INSTALLED
L-125-5.9	8	EACH	LIGHTED AIRPORT GUIDANCE SIGN (SIZE 2, STYLE 2, CLASS 2, MODE 2), INSTALLED
L-125-5.10	27	EACH	LIGHTED AIRPORT GUIDANCE SIGN (SIZE 3, STYLE 2, CLASS 2, MODE 2), INSTALLED
L-125-5.11	338	EACH	L-867 JUNCTION BASE CAN, INSTALLED
L-125-5.12	25	EACH	L-868B 12" BASE CAN, INSTALLED
L-125-5.13	87	EACH	FIELD LIGHTNING ARRESTOR, INSTALLED

SUMMARY OF QUANTITIES-ADDITIVE BID			
ITEM NO.	BASE BID	UNIT	NAME, DESCRIPTION
L-108-5.6	1	LS	EXISTING L-824 5KV CONDUCTOR AND CONDUIT, REMOVED. RUNWAY 3-21, TAXIWAY A, E, C, & F (T1-T3, T6-T8)
L-108-5.7	88500	LF	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT
L-108-5.8	88500	LF	NO. 6 AWG, SOLID BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE DUCT BANK OR CONDUIT
L-109-7.8	1	LS	EXISTING VAULT EQUIPMENT & ALL COMPONENTS, REMOVED. RUNWAY 3-21 (R3-R4), TAXIWAY ALPHA (T1-T3) TAXIWAY ECHO (T6-T7) TAXIWAY CHARLIE, FOXBORO (T8)
L-110-5.9	800	LF	DIRECTIONAL BORING, 2-WAY 4" INCH
L-110-5.10	70800	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2" INCH PVC SCH 40
L-110-5.11	1600	LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 4" INCH PVC SCH 40
L-115-5.3	18	EACH	ELECTRICAL HANDHOLE WITH COVER, INSTALLED
L-125-5.14	334	EACH	EXISTING BASE-MOUNTED TAXIWAY EDGE LIGHTS REMOVED
L-125-5.15	21	EACH	EXISTING IN-PAVEMENT MOUNTED TAXIWAY EDGE, END LIGHTS REMOVED
L-125-5.16	38	EACH	EXISTING BASE-MOUNTED AIRPORT GUIDANCE SIGN, REMOVED
L-125-5.17	22	EACH	L-852T(L) (MITL LED) IN-PAVEMENT MOUNTED TAXIWAY EDGE LIGHTS, CLASS 2, MODE 1, STYLE 3, LED, INSTALLED
L-125-5.18	6	EACH	L-810(L) FENCE-POST MOUNTED OBSTRUCTION LIGHTS, RED, LED, INSTALLED
L-125-5.19	369	EACH	L-861T (MITL LED) BASE-MOUNTED TAXIWAY EDGE LIGHTS, CLASS 1, MODE 1, LED, INSTALLED
L-125-5.20	38	EACH	LIGHTED AIRPORT GUIDANCE SIGN (SIZE 2, STYLE 2, CLASS 2, MODE 2), INSTALLED
L-125-5.21	496	EACH	L-867 JUNCTION BASE CAN, INSTALLED
L-125-5.22	5	EACH	L-868B 12" BASE CAN, INSTALLED
L-125-5.23	75	EACH	FIELD LIGHTNING ARRESTOR, INSTALLED
L-125-5.24	10	EACH	L-862 BASE-MOUNTED RUNWAY EDGE LIGHTS, CLASS 2, MODE 1, LED (FIXTURE ONLY) (NON-FAA ELIGIBLE)
L-125-5.25	4	EACH	L-862(E) BASE-MOUNTED RUNWAY THRESHOLD END LIGHTS, CLASS 2, MODE 1, LED (FIXTURE ONLY)(NON-FAA ELIGIBLE)

LINE ITEM L-110-5.12 DELETED

LINE ITEM L-110-5.6 DELETED

MONTGOMERY REGIONAL
AIRPORT AIRFIELD
ELECTRICAL REPLACEMENT -
PHASE II (AIRFIELD)
GMC # TMGM210029
SCALE: NOT TO SCALE



SUMMARY OF QUANTITIES
GE3
sheet 12 of 60

ISSUE	DATE
BID SET	10/18/2024
ADDENDUM #1	11/25/2024
ADDENDUM #4	12/17/2024
DESIGNED BY:	JIDZ
DRAWN BY:	JIRA/JDZ
CHECKED BY:	JEA

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