

VOLUME I

BIDDING AND CONTRACT REQUIREMENTS

FOR

RUNWAY 16R-34L RECONSTRUCTION PROJECT

RENO-TAHOE INTERNATIONAL AIRPORT

NEVADA PUBLIC WORKS PROJECT NO. WA-2019-084

RTIA DESIGN PROJECT NO. R17010A

RTIA CONSTRUCTION PROJECT NO. R18015A

AIP DESIGN NO. 3-32-0017-103

AIP CONSTRUCTION NO. 3-32-0017-105 & 106

DECEMBER 11, 2019

FOR BIDDING PURPOSES ONLY



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME



RENO-Tahoe International AIRPORT
RUNWAY 16R-34L RECONSTRUCTION
PROJECT MANUAL
VOLUME I
BIDDING AND CONTRACT REQUIREMENTS
TABLE OF CONTENTS

The following specifications were prepared by:

Wood Rodgers, Inc.
1361 Corporate Blvd
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Section	Title	Pages
BID DOCUMENTS		
N	Notice Inviting Sealed Proposals Bids	1-5
IB	Instructions to Bidders	1-10
P	Proposal	1-52
P-BB	Bid Bond	1-2
C	Contract Agreement	1-5
C-PB	Payment Bond	1-2
C-PER	Performance Bond	1-2
C-CA	Contractors Acknowledgment	1
C-FED	Federal Requirements	1-45

GENERAL PROVISIONS

10	Definition of Terms	1-7
20	Proposal Requirements and Conditions	1-4
30	Award and Execution of Contract	1-2
40	Scope of Work	1-4
50	Control of Work	1-9
60	Control of Materials	1-3
70	Legal Regulations and Responsibility to the Public	1-6
80	Prosecution and Progress	1-6
90	Measurement and Payment	1-10

SPECIAL PROVISIONS

SP1	Contractor's Schedule	1-4
SP2	Contractor's QA/QC Plan	1-10
SP3	Insurance Requirements	1-3
SP4	Permits	1-1
SP5	Contractor's Quality Control Survey Plan	1-2
SP6	Submittals and Certifications	1-1
SP7	Certified Payrolls	1-2
SP8	Progress Meetings	1-2
SP9	Record Documents	1-1
SP10	Phasing, Duration, and Liquidated Damages	1-5
SP11	Safety and Security	1-3
SP12	Protection of Airport, Cables, Controls, Nav aids & Weather Facilities	1-1
SP13	Temporary Utilities	1-1

NOTICE INVITING SEALED PROPOSALS
AIP No. 3-32-0017-105 and 106
PWP-WA-2020-084

Notice is hereby given that sealed proposals will be received by the Reno-Tahoe Airport Authority (Owner) at the Reno-Tahoe Airport Authority Administrative Offices, Reno-Tahoe International Airport, 2001 East Plumb Lane, Reno, Nevada 89502. All sealed proposals must be received and time recorded prior to 2:00 PM, Local Time on January 16, 2020 at which time they will be publicly opened and read, for performing work as follows:

Runway 16R-34L Reconstruction Project
Reno-Tahoe International Airport

In accordance with the plans and specifications, the project consists of demolition of approximately 31,500 SY existing asphalt pavement, construction of approximately 9,000 SY of new asphalt pavement, removal and reconfiguration to replace 2,700 SY Portland Cement Concrete pavement, placement of 27,500 SY of rock mulch. In addition, the project includes various bid alternates to be considered for award pending bid prices and available funding. The various bid alternates include demolition of up to approximately 110,500 SY of existing asphalt pavement, construction of approximately 78,000 SY of new asphalt pavement; construction of upwards of 165,000 SY of Portland Cement Concrete pavement, placement of upwards of 500,000 SY of surface rock, and removal and installation of 500 runway edge/centerline lights, and miscellaneous striping, electrical, drainage, and other related items for project completion.

Contract Documents may be inspected at the following locations:

Sierra Contractors Source
860 Maestro Drive, Suite B
Reno, NV 89511
Telephone: (775) 329-7222

Nevada Blue Plan Room
9738 South Virginia Street, Suite D
Reno, NV 89511
Telephone: (775) 827-4441

Issuance of the Contract Documents with proposal forms will be authorized through:

Wood Rodgers, Inc.
c/o Mr. Brian Martinezmoles
1361 Corporate Blvd
Reno, NV 89502
Telephone: (775) 823-4068
FAX: (775) 823-4066
Email: bmartinezmoles@woodrodgers.com

Bid Documents will be available on December 11, 2019 by contacting Wood Rodgers, Inc. at the above address. A non-refundable deposit of \$200 is required for each set of plans and specifications obtained.

Questions regarding the project should be addressed in writing to: Mr. Brian Martinezmoles, P.E., Wood Rodgers, Inc. at the above address and received no later than January 10, 2020.

***** NO REFUND WILL BE MADE FOR THE RETURN OF CONSTRUCTION DOCUMENTS,
EITHER BEFORE, ON, OR AFTER THE BID OPENING DATE *****

Pursuant to the Statutes §§ 338.020 to 338.090 of the State of Nevada, the Labor Commissioner has established the minimum wage rates and rates of overtime and legal holidays in the locality in which the work is to be performed. Additionally, there are Federal requirements for minimum wage rates. The higher of these two shall prevail. Nevada bidder preference Statute NRS §§338.147 is not applicable to the Project.

A Pre-Bid Conference will be held at the Reno-Tahoe International Airport Administrative Offices at 2001 E. Plumb Lane, Reno, NV, at 8:30 Local Time on December 18, 2019. This will be the only opportunity to visit the project site. All bidders submitting as prime contractors are **highly encouraged to attend**.

All bids shall be accompanied by a cashier's or certified check payable to the order of the Reno-Tahoe Airport Authority amounting to not less than ten percent (10%) of the bid, or by a bond in said amount and payable to said Owner signed by the bidder and a corporate surety. Said check shall be forfeited or said bond shall become payable to said Owner in case the bidder depositing the same does not, within ten (10) days after written notice that the Contract has been awarded to him: (a) enter into a Contract with the Owner, and (b) furnish certificates of insurance, a bond of faithful performance and a payment bond as described in the Contract Documents.

The results of the bidding will be reported by the Owner within sixty (60) days of the bid opening, at which time the Owner may award the Contract to the lowest, responsive, and responsible bidder as so reported; however, said Owner reserves its rights to reject any or all bids and to waive irregularities or informalities in any bid or in the bidding for any reason whatsoever.

No bidder shall withdraw his bid for a period of one hundred eighty (180) calendar days after the date of the opening thereof.

All bidders and their proposed subcontractors must hold a valid license of a class corresponding to the work to be done as required by the State of Nevada's Contractor's License Law.

NONDISCRIMINATION – COMPLIANCE WITH NRS 338.125

The Consultant, with regard to the work performed hereunder, shall not discriminate on the grounds of race, color, creed, national origin, sex, sexual orientation, gender identity or expression, or age in the selection and retention of any employee or applicant for employment, and subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Section 21.5 including employment practices when the Agreement covers a program set forth in appendix B of the regulations.

DBE - RTAA DBE POLICY

The contractor 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. The above assurance must be included in each subcontract the prime contractor signs with a subcontractor.

This contract will be funded in part by a grant from the Federal Aviation Administration, therefore the requirements of Title 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, applies to this contract.

The RTAA has set a DBE race conscious contract goal of 8.8% for the project. Award of the contract is conditioned upon meeting the DBE contract goal of 8.8% or demonstrating that good faith efforts have been made pursuant to Appendix A of Title 49 CFR Part 26. The determination regarding whether good faith efforts has been made will be made at the sole discretion of the RTAA. DBE participating firms must be certified as disadvantaged business enterprises by the Nevada Unified Certification Program ("NUCP") prior to bid submission. Failure to meet the goal or make good faith efforts to meet the goal may render a bidder non-responsive. DBE participants must be listed in the bid as instructed. DBE participation is required. If a bidder cannot meet the advertised DBE goal, the bidder must submit good faith efforts with its bid in order to be considered responsive.

BOYCOTT OF ISRAEL

The RTAA is prohibited from entering into a contract with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. Boycott of Israel means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with a) Israel; or b) A person or entity doing business in Israel or in the territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin, or religion.

FEDERAL PROVISIONS REQUIRED FOR AIRPORT IMPROVEMENT PROGRAM

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

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

Timetables

Goals for minority participation for each trade: 8.2%

Goals for female participation in each trade: 6.9%

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

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

shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Nevada, Washoe County and Reno.

CIVIL RIGHTS

Title VI Solicitation Notice:

The Reno-Tahoe Airport Authority, in, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

DISADVANTAGED BUSINESS ENTERPRISE

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53 and Appendix A to 49 CFR Part 26.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform. To count toward meeting a goal each DBE firm must be certified in a NAICS code applicable to the kind of work the firm will perform on the contract;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation with the proposal documents as a condition of bid responsiveness; and
- (6) If Bidder or Offeror cannot meet the advertised project 8.8% DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 must be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

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

Additionally, all bidders are responsible for compliance with Federal requirements for preparation and submission of the proposal and the successful bidder shall be responsible for compliance with Federal Requirements in the Contract Agreement. Special notice is hereby given to the following requirements as listed in the FAA's Contract Provisions Guidelines for Obligated Sponsors and Airport Improvement Program Projects:

1. Buy American Preference
2. Davis Bacon Requirements
3. Certification of Offeror/Bidder Regarding Debarment
4. Trade Restriction Certification
5. Certification Regarding Lobbying
6. Procurement of Recovered Materials

END OF NOTICE INVITING SEALED PROPOSALS

INSTRUCTIONS TO BIDDERS

IB-01 WORK TO BE DONE. This project includes the furnishing of all labor, materials and equipment for the Runway 16R-34L Reconstruction Project at the Reno-Tahoe International Airport, together with all appurtenant work and facilities, as shown on the Plans and as specified herein. All equipment and materials furnished shall be new.

IB-02 LOCATION OF THE WORK. The project will be constructed on property owned by, or rights-of-way provided by the Reno-Tahoe Airport Authority. All of the work is within Washoe County, Nevada.

IB-03 PRE-SUBMISSION. Contract Documents are available from and at a charge as indicated in the Notice Inviting Sealed Proposals. The time, date and place of the Pre-Bid Conference if any, is also indicated in the Notice Inviting Sealed Proposals.

IB-04 EXAMINATION OF SITE, PLANS, ETC. Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Specifications. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve the bidder from any obligation with respect to his proposal or to the Contract. The Plans for the work show conditions as they are supposed or believed by the Design Engineer to exist; but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the Design Engineer, the Owner, or its officers, that such conditions actually exist, nor shall the Owner, the Design Engineer, or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of any inference or extrapolation drawn by the Bidder between conditions as shown on the Drawings and the actual conditions revealed during the progress of the work, or otherwise.

Where investigations of surface and subsurface conditions have been made by the Owner with respect to foundations or other structural design, this information was obtained to provide data for design purposes only. The interpretations presented in reports are not to be used by bidders as a representation of conditions affecting construction site and location. The Owner and the Design Engineer assume no responsibility whatsoever as to the sufficiency of borings, or the accuracy of test results, or of the interpretations thereof; there is no guarantee, warranty, or representation, expressed or implied, that the conditions indicated thereby in fact exist, or are representative of those existing throughout the work. Such information shall be used as a basis for bids at the bidder's own and sole risk. Making such information available to bidders is not to be construed in any way as a waiver of the other provisions of this paragraph and bidders must satisfy themselves through their own investigations as to the surface and subsurface conditions to be encountered at the site. Bidders are further cautioned that surface waters and runoff waters from drainage and flood control structures may vary substantially during the course of project construction and that the means and methods of construction and costs of accommodating such runoff surface and flood water as well as ponding and soil saturation will be at the Contractor's sole risk and expense, except for an extension of time for certain Force Majeure events defined in the General Provisions.

All test hole logs and groundwater level measurements shown were obtained with reasonable care and have been recorded in good faith, but are indicative of observations at the test hole site only, and the water level on the data observed. Bidders are cautioned that soil classifications do not represent any particular stability or drain-ability characteristics. Bidders are cautioned that water table levels can be expected to vary. The bidder's attention is directed to the possible existence of obstructions and public or private improvements which may be within the limits of the work or adjacent thereto, which may or may not be shown on the Plans.

The bidder shall investigate to his satisfaction as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these Plans and Specifications, and the Contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project site as a safe workplace to perform his work.

IB-05 INTERPRETATION OF CONTRACT DOCUMENTS/RESTRICTION. Should a bidder find discrepancies in, or omissions from, the Plans or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Owner and, should it be found that the point in question is not clearly and fully set forth; a written addendum or Bulletin of Instructions will be sent to all bidders. Neither the Engineer, the Design Engineer, nor the Owner will be responsible for any oral instructions. The bidder, by submission of his bid, confirms he has familiarized himself with the Plans and Specifications and has found them fit and sufficient for purpose of preparing his bid. Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise will be issued with reasonable promptness by the Engineer.

IB-06 FORM AND CONTENT OF PROPOSAL. Proposals shall be filed as noted hereinafter and shall include and be limited to the following completed documents:

- Proposal for Construction and Bid Schedule – Unit Pricing
- Acknowledgements
- Bid Guaranty / Bid Bond
- Bidder Affidavit
- Designation of Subcontractors (with Proposal)
- Designation of Subcontractors (2 hour Submittal)
- Assurance of Disadvantaged Business Enterprise (DBE) Participation
- List of Disadvantage Business Enterprise (DBE) Participation Form
- Disadvantaged Business Enterprise (DBE) written statement of commitment
- Bidder's List Form
- Certificate of Buy American Compliance – Manufactured Products
- Certificate of Buy American Compliance – Total Facilities
- Tax Delinquency and Felony Convictions Form
- Contractor's Schedule
- Questionnaire for General Contractors

To receive consideration, proposals shall be made in accordance with the following instructions:

- A. With the exception of the Contractor's Schedule, proposals shall be made only upon the form provided therefor, included with these Contract Documents, with all items filled out, amounts bid stated both in words and figures, the original signatures of all persons required to sign, and shall be typed or written in ink. The completed form should be without interlineations, alterations, or erasures unless such are initialed by the signatory.
- B. Proposals shall contain only the quotations for which the form is prepared. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.
- C. Each bidder shall submit with his bid, on the form provided, the name and address of each proposed subcontractor performing over five percent (5%) of the total value of the project, and the portion

of the work, which each subcontractor will do. If the bidder fails to name the subcontractors in his proposal, he shall be deemed to have agreed to perform such portion of the work himself and shall not be permitted to subcontract said portion of the work without previous written permission of the Owner. Additionally, in accordance with Chapter 338 of NRS, "Within two (2) hours after the completion of the opening of the bids, the general contractors who submitted the three lowest bids must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the subcontractor pursuant to NRS Chapter 624". If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.

- D. Proposals shall be accompanied by a proposal guaranty instrument in the form of an unconditional cashier's check or check certified by a responsible bank of an amount not less than ten percent (10%) of the aggregate of the proposal, payable to the order of the Reno-Tahoe Airport Authority, or by a bidders bond for the said amount and so payable written by a surety company listed in the current U.S. Treasury List (Federal Register Supplement 570) and licensed to do business in the State of Nevada and have a current A.M. Best and Company rating of at least A:VI. Said check or bond shall be a guarantee that the bidder, if awarded the work, will: (1) enter into a contract, (2) furnish a bond of faithful performance and a labor and material bond within ten (10) days after award and (3) furnish required evidence of insurance in accordance with the Special Provisions. In case of refusal or failure to perform these three tasks, the proposal guaranty shall be forfeited to the Owner, the proceeds therefrom being hereby agreed upon as liquidated damages to the said Owner on account of the delay in the execution of the Contract and required bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable proposal resulting from such failure or refusal to execute the Contract and the bonds as required. Upon the execution of the Contract and the approval on behalf of the Owner of the accompanying bonds and insurance policies, all proposal guarantees will be returned to each bidder.
- E. Each bidder shall be licensed, with an adequate dollar limit, in accordance with the provisions of the State Contractor's License Law Requirement (NRS 624.230, as amended to date) and shall hold a valid license of a class corresponding to the work to be done and shall be skilled and regularly engaged in the general class or type of work called for under this Contract.
- F. The Questionnaire for General Contractors shall be submitted with the proposal in a separate sealed envelope.

IB-07 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES.

- A. Policy – The Reno-Tahoe Airport Authority (RTAA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The RTAA receives financial assistance from the Department of Transportation and as a condition of receiving this assistance, the RTAA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the RTAA to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy of the RTAA:

- (1) To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- (2) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (3) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- (4) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (5) To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- (6) To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

- B. DBE Goal –The Reno-Tahoe Airport Authority has established a DBE contract goal of 8.8% for the utilization of Disadvantaged Business Enterprises (DBEs). Bidders must meet the goal or demonstrate that they made good faith efforts to meet the goal. Award of the contract is conditioned upon meeting the DBE contract goal of 8.8% or demonstrating that good faith efforts have been made pursuant to Appendix A of Title 49 CFR Part 26. The determination regarding whether good faith efforts has been made will be made at the sole discretion of the RTAA. Bidders who do not meet the DBE goal or demonstrate that good faith efforts were made will be considered non-responsive.

- C. Solicitation Language (Project Goal) - The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53 and Appendix A to CFR Part 26.

As a condition of bid responsiveness, the Bidder or Offeror must submit the information outlined below in Section G – Bid Requirements and Requested information.

- D. DBE Definition – A Disadvantaged Business Enterprise (DBE) is a for-profit small business concern where a socially and economically disadvantaged individual owns at least a 51% interest and also controls management and daily business operations. A DBE firm must have personal net worth does that not exceed \$1.32 million, excluding the owner's equity in the applicant business and his/her primary residence.
- E. Eligibility of DBEs – Any firm currently certified as a DBE by the Nevada Unified Certification Program (NUCP) is listed in the NUCP database which can be found at:

<https://ndot.dbesystem.com/Default.asp?TN=ndot>

Any firm not currently certified as a DBE by the NUCP and wishing to qualify as a DBE is invited to apply for certification by completing the State of Nevada Unified Certification Program DBE certification or verification application. The application must be completed in its entirety and be accompanied by all required attachments.

Firms who would like to apply for DBE certification/verification may obtain an application and instructions through the Nevada Department of Transportation website at <https://ndot.dbesystem.com/Default.asp?TN=ndot>

F. Bid Requirements and Requested Information - Bidders are required to submit the following information regarding intended DBEs:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm will perform on the contract;
- (3) The dollar amount of the participation of each DBE firm listed under (1);
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation with the proposal documents as a condition of bid responsiveness"; and
- (6) If Bidder or Offeror cannot meet the advertised project 8.8% DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

G. Good Faith Efforts - Bidders who do not demonstrate that they will meet the goal by listing DBE subcontractors with commitments totaling a minimum of 8.8% of the bid amount must submit DBE Good Faith Efforts documentation. Good Faith Efforts will be evaluated in accordance with 49 CFR part 26 Appendix A. Please see 49 CFR part 26 for information regarding good faith efforts. 49 CFR part 26 is available at the eCFR website:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl .

H. Reporting Requirements – The contractor shall provide all information and reports required by the Reno-Tahoe Airport Authority and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Reno-Tahoe Airport Authority's Project Manager to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of payments to DBE firms will be required for the term of the agreement in a format specified by Reno-Tahoe Airport Authority along with a form of verification that the DBE firms received such payments.

I. DBE Termination/Substitution – The following requirements will apply to the successful bidder with regard to the termination or substitution of listed SBE firms:

- (1) A DBE subcontractor listed by the bidder or a previously approved substituted DBE, may not be terminated or substituted without the prior written consent of the Reno-Tahoe Airport Authority.
- (2) The Reno-Tahoe Airport Authority will only provide such written consent if it has been determined that the prime contractor has good cause to terminate the DBE firm.
- (3) Before seeking approval to terminate and/or substitute an DBE, Contractor will give notice in writing to the DBE subcontractor, with a copy to the Reno-Tahoe Airport Authority, of its intent to request to terminate and/or substitute, and the reason for the request. Contractor must give the DBE five business days to respond to contractor's notice and to advise Reno-Tahoe Airport Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Reno-Tahoe Airport Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), Reno-Tahoe Airport Authority may approve a response period shorter than five business days.
- (4) Contractor will be required to make good faith efforts, as determined by the Reno-Tahoe Airport Authority, to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified/verified DBE, to the extent needed to meet the contract goal.
- (5) Additional details with respect to this section can be found at 49 CFR Section 26.53 and the Contract.

IB-08 NON-DISCRIMINATION. It is the policy of the Reno-Tahoe Airport Authority and the Federal Aviation Administration that in accordance with 49 CFR, Parts 21 and 26, that during the performance of this contract, the Contractor agrees as follows:

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

Upon request, the Contractor shall provide information necessary to substantiate compliance with this clause.

IB-09 AFFIRMITIVE ACTION FOR HANDICAPPED WORKERS. In accordance with 49 CFR, Part 27, it is the policy of the Federal Aviation Administration and adopted by the Reno-Tahoe Airport Authority for this project that during the performance of this Contract, the Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as; a) employment, b) upgrading, c) demotion or transfer, d) recruitment, e) advertising, f) layoff or termination, g) rates of pay or other forms of compensation, and h) selection for training, including apprenticeship.

IB-10 BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL. No person, firm, or corporation shall be allowed to make, file, or be interested in more than one proposal for the same work, unless alternative proposals are invited. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a proposal, or quoting prices to other bidders.

Reasonable grounds for believing that any bidder is interested in more than one proposal for the work will cause the rejection of all proposals in which said bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered.

IB-11 ADDENDA. Any addenda or clarifications supplementing the Plans and Specifications and issued prior to the time set for the opening of proposals, and/or forming a part of the documents furnished to the bidder for the preparation of his proposal, shall be acknowledged in the proposal and shall be made a part of the Contract.

IB-12 FILING PROPOSAL. The sealed envelope containing the proposal shall be endorsed with the bidder's name and address, Nevada's Contractor's license number and class and the monetary limit placed upon him/her by the Nevada Contractor's Board, marked with the name of the project, PWP number, the date and time to be opened, and addressed to: Reno-Tahoe Airport Authority. Any bids received that are not so endorsed may, in the discretion of the Owner, be returned unopened. Should the Bid documents be delivered via courier or overnight service that carrier's envelope shall be marked with the same information and shall contain the bid in another sealed envelope as indicated above. It is each bidder's responsibility to ensure that his proposal is received and time stamped by the Owner prior to the time set for bid opening. Any proposal received after the scheduled closing time for receipt of proposals may, in the discretion of the Owner, be returned to the bidder unopened. If proposal is mailed, it shall be addressed to the Reno-Tahoe Airport Authority, Administrative Offices, 2001 East Plumb Lane, Reno, Nevada 89502, or can be delivered to the same address.

The Owner reserves the right to extend the period for submission of proposals at any time.

IB-13 WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn by the bidder prior to, but not after, the award of contract by the Board of Trustees - if mutually agreed upon between the Bidder and Owner. A Bidder shall submit a written request to the Owner, noting their reason/s for the withdrawal. There is no appeal process for the Owner's denial of a Proposer's requested withdrawal of bid.

IB-14 OPENING AND COMPARISON OF PROPOSALS. Immediately after the expiration of the time for submission of proposals, all proposals will be opened by the Owner. Total bid amounts contained in the proposals will be read aloud, and after review, shall be referred to the Owner for action.

Bidders or their representatives and other interested parties may be present at said opening and reading. The Owner will determine the lowest responsive responsible bidder for the work after the proposals have been reviewed and tabulated for comparison. The lowest responsible bidder will be evaluated on the basis of the total of the Base Bid, Bid Option 7, and Bid Option 8. Actual awarded amount may vary depending upon available funding at the time of award. It is the Owner's intent to award the Base Bid and one or more of the Bid Options based upon bidding results and the amount of funding available at the time of award. Bidders are reminded of NRS Section 408.343 where the Owner may reject any bid if in the opinion of the Owner the bids are unbalanced, incomplete, or contain irregularities of any kind.

In case of discrepancies between bid amounts in writing and in figures, the written amounts in all cases shall prevail.

IB-15 DISQUALIFICATION OF BIDDERS. Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals.

- A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Owner until any such participants shall have been reinstated as a qualified bidder.
- C. Uncompleted work which in the judgment of the Owner might hinder or prevent the prompt completion of additional work if awarded.
- D. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- E. Failure to pay or satisfactorily settle all bills due for labor or materials on former contracts in force at the time of letting.
- F. Failure to hold a valid license of a class corresponding to the work to be done as required by the State of Nevada's Contractor's License Law.
- G. Failure to submit a complete proposal and required supporting documents.
- H. Failure to show a minimum experience of two (2) airport paving projects of similar size and scope as this project in the last five (5) years at Part 139 airports.
- I. Providing a bid which in the opinion of the Owner is unbalanced, incomplete, or contains irregularities of any kind.

The foregoing is not a complete list of grounds for disqualifying a bid nor does it imply any obligation on part of Owner to entertain or consider any contention that any particular bidder be disqualified.

IB-16 APPEAL BY UNSUCCESSFUL BIDDER (BID PROTEST). Any unsuccessful bidder may appeal a pending bid award per NRS 338 prior to award by the Reno-Tahoe Airport Authority. The appellant must:

- A. Submit a written protest to the Manager of Engineering and Construction within five (5) work days after the bid opening.
- B. Describe, in the written protest, the issues to be addressed on appeal.
- C. Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by the Reno-Tahoe Airport Authority, who will hold the bond or other security until a determination is made on the appeal.
- D. Post the bond or other security in the amount of 25% of the total dollar value of appellant's bid, up to a maximum bond or other security amount of \$250,000.

- E. Not seek any type of judicial intervention until the Reno-Tahoe Airport Authority has rendered its final decision on the protest.

The Reno-Tahoe Airport Authority will stay any award actions until after the Manager of Engineering and Construction has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the Reno-Tahoe Airport Authority Board of Trustees, who will render a final decision for the Reno-Tahoe Airport Authority. No bid protests will be heard by the Board of Trustees unless the bidder has followed the appeal process outlined above.

If an appeal is granted, the full amount of the posted bond will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the Reno-Tahoe Airport Authority because of the unsuccessful appeal.

The Reno-Tahoe Airport Authority is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by the appellant in the bid process.

IB-17 AWARD OR REJECTION OF PROPOSALS. The Owner reserves the right to reject any or all bids, or parts thereof, and to waive irregularities or informalities in any bid or in the bidding for any reason whatsoever.

Due to budgetary and coordination constraints, it is the intent of the Reno-Tahoe Airport Authority to award the Base Bid and any Options or Alternates as budgetary and coordination constraints allow. The owner reserves the right in its sole and absolute discretion to award or not award the Base Bid or Bid Option as denoted elsewhere in these Bid Documents. This decision will be made after opening the bids. The decision to award the Bid Option and Bid Alternates could change the identity of the lowest bidder.

It is the intention of the Owner to award the Contract only to a bidder who is able to furnish satisfactory evidence that they have the requisite experience and ability, and that they have sufficient capital, facilities, and plant to enable them to prosecute the work successfully and promptly, and to complete it within the time set forth in the Contract.

In determining the degree of responsibility to be credited to a bidder, the Owner will weigh any evidence indicating the bidder, or personnel guaranteed to be employed in responsible charge of the work, has satisfactorily performed other contracts of like nature and magnitude.

In accordance with the provisions of Public Law 100-202, the award will not be made to any Contractor or a foreign country listed by the United States Trade Representative under Section 109 or utilize on the project subcontractors from such country or supplier of products made in such country for projects with a cost of more than \$500,000.

The bidder's attention is drawn to the fact that Nevada's bidder preference statute NRS 338.147 is **not** applicable to the Project. See NRS 338.147(4). Further, the award will be subject to FAA approval of the bidder's proposal.

A company representative shall be present at the Reno-Tahoe Airport Authority's Planning & Construction Meeting, as well as the Board of Trustee's Meeting at which the award of the Contract is on the agenda for consideration.

Immediately after making an award, the Owner will issue a Notice of Award and forward to the bidder to whom such award is made.

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner.

Upon the execution of a Contract or rejection of proposals, the Owner will return to bidders the proposal guaranty instrument which accompanied their proposals.

IB-18 COMMENCEMENT AND PROGRESS OF THE WORK TO COMPLETION. Within ten days of the date of the Notice of Award, the successful bidder shall deliver to the Owner his Certificate of Insurance, project performance bond, project payment bond, and two counterparts of the Contract Agreement fully executed by the bidder. The successful bidder, then, properly bonded and insured, after receiving notice that the Contract has been executed on behalf of the Owner, will become the Contractor and shall commence the work within ten (10) days after the date established in the Notice to Proceed, and complete all work in the duration specified.

IB-19 FEDERAL REQUIRED PROVISIONS. Following are required Federal Required Provisions listed in the FAA's Contract Provisions Guidelines for Obligated Sponsors and Airport Improvement Program Projects:

1. Buy American Preference
2. Davis Bacon Requirements
3. Certification of Offeror/Bidder Regarding Debarment
4. Trade Restriction Certification
5. Certification Regarding Lobbying
6. Procurement of Recovered Materials

END OF INSTRUCTION TO BIDDERS

PROPOSAL FOR CONSTRUCTION OF:
RUNWAY 16R-34L RECONSTRUCTION
at
Reno-Tahoe International Airport

Reno-Tahoe Airport Authority
2001 East Plumb Lane
Reno, Nevada 89502

Bidder (Company) Name _____

Address: _____

Date: _____

Pursuant to the Notice Inviting Sealed Proposals, the undersigned hereby proposes and agrees that on award by the Owner under this Proposal, and in accordance with the provisions therein stated, it will execute a Contract, with necessary bonds, to furnish any and all labor, materials, transportation, and services for construction, in accordance with the Plans and Specifications, Notice Inviting Sealed Proposals, Instructions to Bidders, and other Contract Documents set forth in the Contract Agreement therefor adopted and on file with the Owner within the time hereinafter set forth for the:

BASE BID TOTAL:

(in numbers)

(in words)

_____ **Dollars and** _____ **Cents**

BID ALTERNATE #1 TOTAL:

(in numbers)

(in words)

Dollars and Cents

BID ALTERNATE #2 TOTAL:

(in numbers)

(in words)

Dollars and Cents

BID ALTERNATE #3 TOTAL:

(in numbers)

(in words)

Dollars and Cents

BID ALTERNATE #4 TOTAL:

(in numbers)

(in words)

Dollars and Cents

BID ALTERNATE #5 TOTAL:

(in numbers)

(in words)

Dollars and Cents

BID ALTERNATE #6 TOTAL:

(in numbers)

(in words)

Dollars and Cents

BID ALTERNATE #7 TOTAL:

(in numbers)

(in words)

_____ **Dollars and** _____ **Cents**

BID ALTERNATE #8 TOTAL:

(in numbers)

(in words)

_____ **Dollars and** _____ **Cents**

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

BASE BID SCHEDULE – UNIT PRICING

BASE BID	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-101-1	Remove Bituminous Pavement Section (2-6 inch thick) _____dollars _____cents	31,750	SY		
P-101-2	Remove Pavement Section (15"- 20" PCCP & 6"-8" ATPB/CTB) _____dollars _____cents	2,750	SY		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	3,500	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	2,000	CY		
P-152-3	Excavation and Embankment of Unsuitable Material (Contingent) _____dollars _____cents	1,500	CY		
P-152-4	Subgrade/Subbase Preparation _____dollars _____cents	11,725	SY		
P-152-5	Disposal of Contaminated Material (Contingent) _____dollars _____cents	2,500	CY		
P-201S-1	Asphalt Treated Permeable Base (P-201) (6 inch thick) _____dollars _____cents	1,425	SY		

BASE BID	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-209-1	Crushed Aggregate Base Course (P-209) (6 inch thick) _____dollars _____cents	9,000	SY		
P-403-1	Hot Mix Asphalt (HMA) Pavement (P-403) (6 inch thick) _____dollars _____cents	9,000	SY		
P-403-2	Hot Mix Asphalt (HMA) Base (P-403) (6 inch thick) _____dollars _____cents	1,300	SY		
P-501-1	Portland Cement Concrete Pavement (P-501) (17 inch thick) _____dollars _____cents	2,725	SY		
P-620-1	Airfield Striping Removals _____dollars _____cents	375,000	SF		
P-620-2	Airfield Striping Removals (Contingent Item) _____dollars _____cents	350,000	SF		
P-620-3	Thermoplastic Runway Holding Position Surface Painted Sign Removal _____dollars _____cents	25,000	SF		
P-620-4	Airfield Striping Cleaning _____dollars _____cents	125,000	SF		
P-620-5	Permanent Reflective Airfield Pavement Markings _____dollars _____cents	410,000	SF		
P-620-6	Miscellaneous Permanent Reflective Airfield Pavement Markings (Contingent Item) _____dollars _____cents	250,000	SF		

BASE BID	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-620-7	Permanent Non-Reflective Airfield Pavement Marking _____dollars _____cents	155,000	SF		
P-620-8	Miscellaneous Permanent Non- Reflective Airfield Pavement Marking (Contingent Item) _____dollars _____cents	100,000	SF		
P-620-9	Thermoplastic Runway Holding Position Surface Painted Sign _____dollars _____cents	38	EA		
P-620-10	Thermoplastic Taxiway Directional Marking _____dollars _____cents	3	EA		
P-621-5.1	Grooving _____dollars _____cents	2,725	SY		
T-908-1	Remove, Stockpile, and Reset Existing Surface Rock (3-6 inch thick) _____dollars _____cents	30,500	SY		
T-908-2	Import and Place Surface Rock (3 inch thick) _____dollars _____cents	21,500	SY		
L-110-1	2W-3" FAA Ductbank _____dollars _____cents	160	LF		
L-110-11	6W-2" FAA Ductbank _____dollars _____cents	310	LF		
L-110-2	2W-4" FAA Ductbank _____dollars _____cents	155	LF		

BASE BID	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-110-3	4W-3" FAA Ductbank _____dollars _____cents	2,950	LF		
L-110-4	4W-4" FAA Ductbank _____dollars _____cents	260	LF		
L-115-1	4' by 4' by 4' Electrical Handhole – Aircraft Rated _____dollars _____cents	20	EA		
L-125-1	3-Mod Lighted Sign(L) on Existing Foundation _____dollars _____cents	5	EA		
L-125-2	Panel (Any Length) on Existing Sign (for Mag Var) _____dollars _____cents	61	EA		
L-128-1	Demolition and Removal of Electrical Work _____dollars _____cents	1	LS		
L-128-2	Temporary Airfield Electrical Work _____dollars _____cents	1	LS		
L-128-3	Miscellaneous Airfield Electrical Work _____dollars _____cents	1	LS		
L-146-1	RW 16R MALSR Threshold Bar _____dollars _____cents	1	LS		
L-146-10	RW 34L MALSR Station 2, 4, 6, 8, 10 and 12 _____dollars _____cents	1	LS		

BASE BID	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-146-11	RW 34L MALSR Station 14 _____dollars _____cents	1	LS		
L-146-12	RW 34L MALSR Station 16, 18 & 20 _____dollars _____cents	1	LS		
L-146-13	RW 34L MALSR Station 22 and 24 _____dollars _____cents	1	LS		
L-146-14	MALSR 16R Wiring, DU Cabinet, and Associated Connections _____dollars _____cents	1	LS		
L-146-15	MALSR 34L Wiring, DU Cabinet, and Associated Connections _____dollars _____cents	1	LS		
L-146-16	MALSR Miscellaneous Work (Both Ends) _____dollars _____cents	1	LS		
L-146-2	RW 16R MALSR Station 2, 4, 6 and 8 _____dollars _____cents	1	LS		
L-146-3	RW 16R MALSR Station 10 _____dollars _____cents	1	LS		
L-146-4	RW 16R MALSR Station 12 _____dollars _____cents	1	LS		
L-146-5	RW 16R MALSR Station 14 _____dollars _____cents	1	LS		

BASE BID	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-146-6	RW 16R MALSR Station 16,18 and 20 _____dollars _____cents	1	LS		
L-146-7	RW 16R MALSR Station 22 _____dollars _____cents	1	LS		
L-146-8	RW 16R MALSR Station 24 _____dollars _____cents	1	LS		
L-146-9	RW 34L MALSR Threshold Bar _____dollars _____cents	1	LS		
13410A	ALCS Modifications _____dollars _____cents	1	LS		

BID ALTERNATE #1 BID SCHEDULE – UNIT PRICING

BID ALT #1	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-105-2	Demobilization and Remobilization for Winter Shutdown (Contingent) _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-101-1	Remove Bituminous Pavement Section (2-6 inch thick) _____dollars _____cents	105,000	SY		
P-101-2	Remove Pavement Section (15"-20" PCCP & 6"-8" ATPB/CTB) _____dollars _____cents	600	SY		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	21,250	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	2,500	CY		
P-152-3	Excavation and Embankment of Unsuitable Material (Contingent) _____dollars _____cents	10,000	CY		
P-152-4	Subgrade/Subbase Preparation _____dollars _____cents	72,500	SY		
P-209-1	Crushed Aggregate Base Course (P-209) (6 inch thick) _____dollars _____cents	72,500	SY		

BID ALT #1	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-403-1	Hot Mix Asphalt (HMA) Pavement (P-403) (6 inch thick) _____dollars _____cents	72,500	SY		
D-705-1	Underdrain Restoration _____dollars _____cents	22,500	LF		
D-751-1	Remove Drop Inlet _____dollars _____cents	1	EA		
D-751-2	Construct Aircraft Rated Drop Inlet (36" x 70") _____dollars _____cents	1	EA		
D-751-3	Survey, Record, Demo, and Construct Buried Structure Monument _____dollars _____cents	17	EA		
D-751-4	Adjust Cleanout to Grade _____dollars _____cents	65	EA		
T-908-1	Remove, Stockpile, and Reset Existing Surface Rock (3-6 inch thick) _____dollars _____cents	150,000	SY		
T-908-2	Import and Place Surface Rock (3 inch thick) _____dollars _____cents	35,000	SY		
L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Cable _____dollars _____cents	207,500	LF		
L-110-5	1W-2" AFL Concrete Encased Electrical Conduit in New PCC _____dollars _____cents	2,475	LF		

BID ALT #1	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-110-6	1W-2" AFL Concrete Encased Electrical Conduit in New Asphalt Shoulder _____dollars _____cents	31,000	LF		
L-110-7	1W-2" AFL Concrete Encased Electrical Conduit in Non Paved Earth _____dollars _____cents	3,200	LF		
L-110-8	4W-4" AFL Ductbank _____dollars _____cents	510	LF		
L-110-9	6W-4" AFL Ductbank _____dollars _____cents	240	LF		
L-115-1	4' by 4' by 4' Electrical Handhole – Aircraft Rated _____dollars _____cents	12	EA		
L-115-2	Existing Electrical Handhole/Junction Structure Elevation Adjustment – Aircraft Rated _____dollars _____cents	118	EA		
L-125-10	Reinstall L-804 Elevated Runway Guard Light _____dollars _____cents	26	EA		
L-125-11	L-853 Retroreflective Marker _____dollars _____cents	18	EA		
L-125-12	RDR(L) Sign on New Foundation _____dollars _____cents	19	EA		
L-125-13	1-Mod Lighted Sign(L) on New Foundation _____dollars _____cents	21	EA		

BID ALT #1	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-125-14	2-Mod Lighted Sign(L) on New Foundation _____dollars _____cents	7	EA		
L-125-15	3-Mod Lighted Sign(L) on New Foundation _____dollars _____cents	6	EA		
L-125-16	4-Mod Lighted Sign(L) on New Foundation _____dollars _____cents	19	EA		
L-125-20	Additional Cost to Furnish L-862(L), L-862E(L), and L-850C(L) LED Runway Lights _____dollars _____cents	1	LS		
L-125-3	L-868B Base Can w/ Extension _____dollars _____cents	10	EA		
L-125-4	L-867B Base Can _____dollars _____cents	285	EA		
L-125-5	L-867D Junction Can with Cover Plate _____dollars _____cents	8	EA		
L-125-6	L-862E Runway End/Threshold Light _____dollars _____cents	32	EA		
L-125-7	L-862 Runway Elevated Edge Light _____dollars _____cents	83	EA		
L-125-8	L-850C Runway Inpavement Edge Light _____dollars _____cents	23	EA		

BID ALT #1	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-125-9	L-861T(L) Taxiway Elevated Edge Light _____dollars _____cents	144	EA		
L-128-2	Temporary Airfield Electrical Work _____dollars _____cents	1	LS		
L-128-3	Miscellaneous Airfield Electrical Work _____dollars _____cents	1	LS		
L-150-1	Runway 16L LED PAPI and Foundation _____dollars _____cents	1	LS		
L-150-2	Runway 34R LED PAPI and Foundation _____dollars _____cents	1	LS		

BID ALTERNATE #2 BID SCHEDULE – UNIT PRICING

BID ALT #2	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-105-2	Demobilization and Remobilization for Winter Shutdown (Contingent) _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-101-2	Remove Pavement Section (15"-20" PCCP & 6"-8" ATPB/CTB) _____dollars _____cents	76,750	SY		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	500	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	500	CY		
P-152-3	Excavation and Embankment of Unsuitable Material (Contingent) _____dollars _____cents	10,000	CY		
P-152-4	Subgrade/Subbase Preparation _____dollars _____cents	82,450	SY		
P-201S-1	Asphalt Treated Permeable Base (P-201) (6 inch thick) _____dollars _____cents	71,050	SY		
P-209-2	Crushed Aggregate Base Leveling Course (P-209) (Contingent) _____dollars _____cents	5,000	Ton		

BID ALT #2	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-403-2	Hot Mix Asphalt (HMA) Base (P-403) (6 inch thick) _____dollars _____cents	5,700	SY		
P-501-1	Portland Cement Concrete Pavement (P-501) (17 inch thick) _____dollars _____cents	76,750	SY		
P-621-5.1	Grooving _____dollars _____cents	73,500	SY		
L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Cable (In Project Area) _____dollars _____cents	109,950	LF		
L-108-2	1-1/C No. 6 AWG, 600V Ground Wire _____dollars _____cents	103,700	LF		
L-110-5	1W-2" AFL Concrete Encased Electrical Conduit in New PCC _____dollars _____cents	14,300	LF		
L-125-17	L-850A(L) Runway Centerline Light _____dollars _____cents	219	EA		
L-125-18	L-852D(L) Taxiway Centerline Unidirectional Light _____dollars _____cents	26	EA		
L-125-19	L-852D(L) Taxiway Centerline Bidirectional Light _____dollars _____cents	3	EA		
L-125-3	L-868B Base Can w/ Extension _____dollars _____cents	275	EA		

BID ALT #2	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-128-1	Demolition and Removal of Electrical Work _____dollars _____cents	1	LS		
L-128-2	Temporary Airfield Electrical Work _____dollars _____cents	1	LS		
L-128-3	Miscellaneous Airfield Electrical Work _____dollars _____cents	1	LS		
L-132-1	Install RPU Enclosure and Electronics Installation _____dollars _____cents	1	LS		
L-132-2	Install Surface Scan Sensor Cable - Type V _____dollars _____cents	28,000	LF		
L-132-3	Install Pavement Surface Sensor System _____dollars _____cents	1	LS		
L-132-4	Furnishing Surface Scan Sensor(s), Cable and RPU Equipment (By Manufacturer Cost) _____dollars _____cents	1	LS		

BID ALTERNATE #3 BID SCHEDULE – UNIT PRICING

BID ALT #3	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-105-2	Demobilization and Remobilization for Winter Shutdown (Contingent) _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-101-2	Remove Pavement Section (15"-20" PCCP & 6"-8" ATPB/CTB) _____dollars _____cents	25,600	SY		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	250	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	250	CY		
P-152-3	Excavation and Embankment of Unsuitable Material (Contingent) _____dollars _____cents	1,000	CY		
P-152-4	Subgrade/Subbase Preparation _____dollars _____cents	25,600	SY		
P-201-1	Asphalt Treated Permeable Base (P-201) (6 inch thick) _____dollars _____cents	25,600	SY		
P-209-2	Crushed Aggregate Base Course (P-209) (Contingent) _____dollars _____cents	750	Ton		

BID ALT #3	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-501-1	Portland Cement Concrete Pavement (P-501) (17 inch thick) _____dollars _____cents	25,600	SY		
P-621-5.1	Grooving _____dollars _____cents	24,000	SY		
L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Cable (In Project Area) _____dollars _____cents	1,600	LF		
L-108-2	1-1/C No. 6 AWG, 600V Ground Wire _____dollars _____cents	500	LF		
L-110-5	1W-2" AFL Concrete Encased Electrical Conduit in New PCC _____dollars _____cents	100	LF		
L-125-3	L-868B Base Can w/ Extension _____dollars _____cents	1	EA		
L-125-8	L-850C Runway Inpavement Edge Light _____dollars _____cents	1	EA		
L-128-1	Demolition and Removal of Electrical Work _____dollars _____cents	1	LS		
L-128-2	Temporary Airfield Electrical Work _____dollars _____cents	1	LS		
L-128-3	Miscellaneous Airfield Electrical Work _____dollars _____cents	1	LS		

BID ALTERNATE #4 BID SCHEDULE – UNIT PRICING

BID ALT #4	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-105-2	Demobilization and Remobilization for Winter Shutdown (Contingent) _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-101-2	Portland Cement Concrete Pavement Section Removal (12-18 inch thick) _____dollars _____cents	16,900	SY		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	250	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	250	CY		
P-152-3	Excavation and Embankment of Unsuitable Material (Contingent) _____dollars _____cents	1,000	CY		
P-152-4	Subgrade/Subbase Preparation _____dollars _____cents	16,900	SY		
P-201S-1	Asphalt Treated Permeable Base (P-201) (6 inch thick) _____dollars _____cents	15,850	SY		
P-209-2	Crushed Aggregate Base Course (P-209) (Contingent) _____dollars _____cents	500	Ton		

BID ALT #4	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-403-2	Hot Mix Asphalt (HMA) Base (P-403) (6 inch thick) _____dollars _____cents	1,050	SY		
P-501-1	Portland Cement Concrete Pavement (P-501) (17 inch thick) _____dollars _____cents	16,900	SY		
P-621-5.1	Grooving _____dollars _____cents	15,500	SY		
L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Cable (In Project Area) _____dollars _____cents	3,000	LF		
L-108-2	1-1/C No. 6 AWG, 600V Ground Wire _____dollars _____cents	1,500	LF		
L-110-5	1W-2" AFL Concrete Encased Electrical Conduit in New PCC _____dollars _____cents	750	LF		
L-125-3	L-868B Base Can w/ Extension _____dollars _____cents	3	EA		
L-125-8	L-850C Runway Inpavement Edge Light _____dollars _____cents	3	EA		
L-128-1	Demolition and Removal of Electrical Work _____dollars _____cents	1	LS		
L-128-2	Temporary Airfield Electrical Work _____dollars _____cents	1	LS		

BID ALT #4	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-128-3	Miscellaneous Airfield Electrical Work _____ dollars _____ cents	1	LS		

BID ALTERNATE #5 BID SCHEDULE – UNIT PRICING

BID ALT #5	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-105-2	Demobilization and Remobilization for Winter Shutdown (Contingent) _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-101-2	Portland Cement Concrete Pavement Section Removal (12-18 inch thick) _____dollars _____cents	39,000	SY		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	250	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	250	CY		
P-152-3	Excavation and Embankment of Unsuitable Material (Contingent) _____dollars _____cents	1,000	CY		
P-152-4	Subgrade/Subbase Preparation _____dollars _____cents	39,000	SY		
P-201-1	Asphalt Treated Permeable Base (P-201) (6 inch thick) _____dollars _____cents	39,000	SY		
P-209-2	Crushed Aggregate Base Course (P-209) (Contingent) _____dollars _____cents	500	Ton		

BID ALT #5	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-501-1	Portland Cement Concrete Pavement (P-501) (17 inch thick) _____dollars _____cents	39,000	SY		
P-620-10	Thermoplastic Runway Holding Position Marking _____dollars _____cents	250	LF		
P-621-1	Grooving _____dollars _____cents	29,300	SY		
L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Cable (In Project Area) _____dollars _____cents	2,500	LF		
L-108-2	1-1/C No. 6 AWG, 600V Ground Wire _____dollars _____cents	1,250	LF		
L-110-5	1W-2" AFL Concrete Encased Electrical Conduit in New PCC _____dollars _____cents	620	LF		
L-125-3	L-868B Base Can w/ Extension _____dollars _____cents	4	EA		
L-125-8	L-850C Runway Inpavement Edge Light _____dollars _____cents	4	EA		
L-128-1	Demolition and Removal of Electrical Work _____dollars _____cents	1	LS		
L-128-2	Temporary Airfield Electrical Work _____dollars _____cents	1	LS		

BID ALT #5	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-128-3	Miscellaneous Airfield Electrical Work _____ dollars _____ cents	1	LS		

BID ALTERNATE #6 BID SCHEDULE – UNIT PRICING

BID ALT #6	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-105-2	Demobilization and Remobilization for Winter Shutdown (Contingent) _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-101-2	Portland Cement Concrete Pavement Section Removal (12-18 inch thick) _____dollars _____cents	6,400	SY		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	250	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	250	CY		
P-152-3	Excavation and Embankment of Unsuitable Material (Contingent) _____dollars _____cents	1,000	CY		
P-152-4	Subgrade/Subbase Preparation _____dollars _____cents	6,400	SY		
P-201S-1	Asphalt Treated Permeable Base (P-201) (6 inch thick) _____dollars _____cents	5,990	SY		
P-209-2	Crushed Aggregate Base Course (P-209) (Contingent) _____dollars _____cents	500	Ton		

BID ALT #6	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-403-2	Hot Mix Asphalt (HMA) Base (P-403) (6 inch thick) _____dollars _____cents	410	SY		
P-501-1	Portland Cement Concrete Pavement (P-501) (17 inch thick) _____dollars _____cents	6,400	SY		
P-621-1	Grooving _____dollars _____cents	1,375	SY		

BID ALTERNATE #7 BID SCHEDULE – UNIT PRICING

BID ALT #7	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-105-2	Demobilization and Remobilization for Winter Shutdown (Contingent) _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	8,500	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	10,000	CY		
D-701-1	Remove Storm Drain Pipe _____dollars _____cents	753	LF		
D-701-3	Install 30" RCP Class V Storm Drain Pipe _____dollars _____cents	128	LF		
D-701-4	Install 29"x45" RCP Class III Elliptical Storm Drain Pipe _____dollars _____cents	1,000	LF		
D-751-5	Install Storm Drain Manhole (72") _____dollars _____cents	2	EA		
D-752-5	Install Dual 30" Headwall w/ Access Control Gate _____dollars _____cents	1	EA		

BID ALT #7	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
D-752-6	Install Dual 30" Headwall _____dollars _____cents	1	EA		
D-752-7	Install 29"x45" Flarred End Section _____dollars _____cents	4	EA		
D-752-8	Install Rip Rap (Class 150) _____dollars _____cents	6,659	SY		
D-752-9	Install Rip Rap (Class 300) _____dollars _____cents	2,580	SY		
T-908-1	Remove, Stockpile, and Reset Existing Surface Rock (3-6 inch thick) _____dollars _____cents	2,000	SY		
T-908-2	Import and Place Surface Rock (3 inch thick) _____dollars _____cents	285,000	SY		
T-908-3	Clear and Grub _____dollars _____cents	175,700	SY		

BID ALTERNATE #8 BID SCHEDULE – UNIT PRICING

BID ALT #8	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
C-105-1	Mobilization _____dollars _____cents	1	LS		
C-105-2	Demobilization and Remobilization for Winter Shutdown (Contingent) _____dollars _____cents	1	LS		
C-106-1	Airport Safety and Security _____dollars _____cents	1	LS		
P-101-1	Remove Bituminous Pavement Section (2-6 inch thick) _____dollars _____cents	6,350	SY		
P-101-2	Portland Cement Concrete Pavement Section Removal (12-18 inch thick) _____dollars _____cents	3,000	SY		
P-152-1	Unclassified Excavation and Export _____dollars _____cents	2,500	CY		
P-152-2	Unclassified Excavation and Embankment _____dollars _____cents	250	CY		
P-152-3	Excavation and Embankment of Unsuitable Material (Contingent) _____dollars _____cents	1,000	CY		
P-152-4	Subgrade/Subbase Preparation _____dollars _____cents	2,450	SY		
P-209-1	Crushed Aggregate Base Course (P-209) (6 inch thick) _____dollars _____cents	2,450	SY		

BID ALT #8	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
P-403-1	Hot Mix Asphalt (HMA) Pavement (P-403) (6 inch thick) _____dollars _____cents	4,700	SY		
P-403-2	Hot Mix Asphalt (HMA) Base (P-403) (6 inch thick) _____dollars _____cents	2,450	SY		
P-501-1	Portland Cement Concrete Pavement (P-501) (17 inch thick) _____dollars _____cents	2,450	SY		
T-908-1	Remove, Stockpile, and Reset Existing Surface Rock (3-6 inch thick) _____dollars _____cents	7,893	SY		
T-908-2	Import and Place Surface Rock (3 inch thick) _____dollars _____cents	2,500	SY		
L-108-1	1-1/C No. 8 AWG, 5 kV, L-824C Cable (In Project Area) _____dollars _____cents	4,300	LF		
L-108-2	1-1/C No. 6 AWG, 600V Ground Wire _____dollars _____cents	2,900	LF		
L-110-10	2W-4" AFL Ductbank _____dollars _____cents	220	LF		
L-110-6	1W-2" AFL Concrete Encased Electrical Conduit in New Asphalt Shouder _____dollars _____cents	2,100	LF		
L-110-7	1W-2" AFL Concrete Encased Electrical Conduit in Non Paved Earth _____dollars _____cents	280	LF		

BID ALT #8	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-115-1	4' by 4' by 4' Electrical Handhole – Aircraft Rated _____dollars _____cents	4	EA		
L-125-10	Reinstall L-804 Elevated Runway Guard Light _____dollars _____cents	2	EA		
L-125-13	1-Mod Lighted Sign(L) on New Foundation _____dollars _____cents	2	EA		
L-125-14	2-Mod Lighted Sign(L) on New Foundation _____dollars _____cents	2	EA		
L-125-15	3-Mod Lighted Sign(L) on New Foundation _____dollars _____cents	1	EA		
L-125-4	L-867B Base Can _____dollars _____cents	31	EA		
L-125-5	L-867D Junction Can with Cover Plate _____dollars _____cents	1	EA		
L-125-9	L-861T(L) Taxiway Elevated Edge Light _____dollars _____cents	29	EA		
L-128-1	Demolition and Removal of Electrical Work _____dollars _____cents	1	LS		
L-128-2	Temporary Airfield Electrical Work _____dollars _____cents	1	LS		

BID ALT #8	Item Description with Unit Price in Words	Estimated Quantity	Unit	Unit Price	Total
L-128-3	Miscellaneous Airfield Electrical Work _____ dollars _____ cents	1	LS		

ACKNOWLEDGEMENTS

1. The undersigned has examined the location of the proposed work and is familiar with the Plans and Specifications and the local conditions at the place where the work is to be done. The undersigned has checked the above amounts and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up his Proposal.
2. The undersigned understands that the Owner reserves its right to reject any or all bids and to waive irregularities and informalities in any bid or in the bidding for any reason whatsoever.
3. The undersigned certifies, by submission of this proposal that the firm he represents is licensed, with an adequate dollar limit, in accordance with the provisions of the State Contractor's License Law Requirement (NRS 624.230), as amended to date and holds a valid license of a class corresponding to the work to be done and is skilled and regularly engaged in the general class or type of work called for under this Contract.
4. It is agreed that this Proposal may not be withdrawn within the period indicated in the Notice Inviting Sealed Proposals.
5. In accordance with the Contract Documents, the undersigned further agrees to plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after the date established in the Notice to Proceed, and the entire project completed within the duration established in the Special Provisions and meet certain milestones within the total project time. That the undersigned further agrees that he/she and/or his/her surety shall be liable for and pay to the Owner the dollar amounts established in the Special Provisions as liquidated damages that the work remains incomplete, not as penalty but as liquidation of a reasonable portion of the damages that will be incurred by the Owner by failure of the undersigned to meet his/her obligation by time or date stipulated.
6. It is understood successful bidders must be prepared to comply in all respects with the Contract provisions regarding nondiscrimination, a copy of which is included with the Contract Documents, and bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.
7. The undersigned agrees, if awarded the Contract, that there shall be paid by the undersigned and by all subcontractors under him to all laborers, workers, and mechanics employed in the execution of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to the state statute thereto applicable, by the State Labor Commissioner or as determined by the U.S. Department of Labor, whichever is higher.
8. The bidder acknowledges that the following addenda have been received and examined as part of these Contract Documents:

<u>ADDENDA NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

BID GUARANTY

Enclosed herein is a (bidder's bond, certified check, cashier's check) for the sum of _____ dollars (\$ _____), being not less than ten percent (10%) of the total amount of this Proposal; and the undersigned agrees that, in case of his default in executing the Contract and furnishing the necessary bonds, insurance certificates and other required information after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the Owner as liquidated damages without proof of actual loss.

BIDDER AFFIDAVIT

The undersigned states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Notice Inviting Sealed Proposals and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, the incorporated bidding documents, be accepted by the Authority that the undersigned shall execute a contract to perform the work as outlined herein.

Name of Bidder: _____

Authorized Signature: _____ Title: _____

Print Name: _____ Date: _____

Address: _____

_____ Phone: _____

Contractor's License No.: _____ Primary Class: _____

Social Security No. or Federal Employer ID No.: _____

If the undersigned is a corporation, proposal must be signed by an authorized officer of the corporation and the corporate seal must be affixed. This Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check One: ☐ Sole Proprietor
 ☐ Partnership
 ☐ Corporation
 ☐ Other

DESIGNATION OF SUBCONTRACTORS
(To Accompany Proposal)

The bidder's attention is called to Chapter 338 of Nevada Revised Statutes (NRS) with which this bid must strictly comply.

Each bidder shall set forth below: (a) the name, the location of the place of business and license number of each first tier subcontractor who will perform work or labor, fabricate a portion of the work or improvement according to detailed drawings in the project plans, or render service to the Contractor in or about the construction of the work in an amount in excess of five percent (5%) of the Contractor's total bid, and (b) the portion of the work which will be done by each such first tier subcontractor. Further, pursuant to NRS 338.141 the prime contractor shall include their name on this list should the prime contractor be performing any of the work greater than one percent (1%) in value. The following is submitted pursuant to NRS 338.141:

Name of Contractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

<u>Description & Value of Work:</u>	<u>% of Total:</u>
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SUBCONTRACTORS:

Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

<u>Description & Value of Work:</u>	<u>% of Total:</u>
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Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

<u>Description & Value of Work:</u>	<u>% of Total:</u>
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Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

<u>Description & Value of Work:</u>	<u>% of Total:</u>
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DESIGNATION OF SUBCONTRACTORS
(To Accompany Proposal)
(continued)

Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
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Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
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Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
------------------------------	-------------

Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
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Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
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DESIGNATION OF SUBCONTRACTORS
(To be submitted within 2 hours after bid time by the three lowest bidders)

The bidder's attention is called to Chapter 338 of Nevada Revised Statutes (NRS) with which this bid must strictly comply.

Each bidder shall set forth below: (a) the name, the location of the place of business and license number of each first tier subcontractor who will perform work or labor, fabricate a portion of the work or improvement according to detailed drawings in the project plans, or render service to the Contractor in or about the construction of the work in an amount in excess of one percent (1%) of the Contractor's total bid or \$50,000, whichever is greater, and (b) the portion of the work which will be done by each such first tier subcontractor. If the Contractor fails to specify a subcontractor for any portion of the work as above stated, he agrees to perform that work himself. The following is submitted concerning subcontractors:

Name of Contractor: Address:	Phone Number:	License Number:	Limit of License:
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<u>Description & Value of Work:</u>	<u>% of Total:</u>
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SUBCONTRACTORS:

Name of Subcontractor: Address:	Phone Number:	License Number:	Limit of License:
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<u>Description & Value of Work:</u>	<u>% of Total:</u>
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Name of Subcontractor: Address:	Phone Number:	License Number:	Limit of License:
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<u>Description & Value of Work:</u>	<u>% of Total:</u>
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Name of Subcontractor: Address:	Phone Number:	License Number:	Limit of License:
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<u>Description & Value of Work:</u>	<u>% of Total:</u>
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DESIGNATION OF SUBCONTRACTORS
(To be submitted within 2 hours after bid time by the three lowest bidders)
(continued)

Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
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Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
------------------------------	-------------

Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
------------------------------	-------------

Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
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Name of Subcontractor:	Phone	License	Limit of
Address:	Number:	Number:	License:

Description & Value of Work:	% of Total:
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The three lowest bidders shall be required to confirm and/or modify this list within two hours of the completion of the public reading of the bids (Per NRS 338.141). Bidder shall enter "NONE" under the "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form shall be complete in all respects. If additional space is needed, attach a separate page. Such shall be hand delivered to the Reno-Tahoe Airport Authority or emailed to tcuratolo@renoairport.com, Attn: Tony Curatolo, P.E. within 2 hours of time of public reading of bids. Should the contractor not submit this list within 2 hours of public reading of bids, the original bid will be considered non-responsive.

BIDDER'S LIST FORM

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 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 \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 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 \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 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 \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 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 \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 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 \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 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 \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

PROJECT: Runway 16R-34L Reconstruction
at
Reno-Tahoe International Airport
Reno-Tahoe Airport Authority

The Reno-Tahoe Airport Authority is required to monitor and report SBE/DBE participation. Therefore, the contractor shall provide all information and reports required by the Project Manager and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Project Manager to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of payments to DBE firms will be required under the contract. Contractor is also required to submit confirmation/verification that the DBE received said payments within fifteen (15) days as required in the contract.

Attached hereto is a list of DBE firms to be utilized under the contract. Any substitutions of DBE firms shall comply with provisions of the contract. In the event that the DBE firms listed do not fulfill the goal requirement, the bidder has attached documentation detailing its good faith efforts to meet the goal. Good faith effort shall, at a minimum, include documentation of each DBE firm contacted, contact name, address, phone, date(s), description of work to perform, and outcome of not being used. Good faith effort shall, at a minimum, include documentation of each DBE firm contacted, contact name, address, phone, date(s), description of work to perform, and outcome of not being used. Good Faith efforts shall include a significant amount of effort towards meeting the goal. Additional details with respect to good faith efforts can be found in Appendix A to 49 CFR Part 26. The determination regarding whether good faith efforts has been made will be made at the sole discretion of the RTAA.

Signature

Date

Company Name

Title

Business Address

This assurance shall be executed by a duly authorized representative of the firm submitting this bid.

LIST OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
PROJECT NAME: RUNWAY 16R-34L RECONSTRUCTION

at Reno-Tahoe International Airport
Reno-Tahoe Airport Authority

Contractor Name: _____

Name and Address of DBE Firm	Contact Person & Email Address	Phone Number	Subcontract Item and Certified NAICS Code	Total Commitment
				\$
				\$
				\$
				\$
				\$
				\$
The successful Bidder or Offeror must provide written confirmation with this proposal of participation from each of the DBE firms the Bidder or Offeror lists in their commitment as a condition of bid responsiveness. Make additional copies if needed.			TOTAL	\$

CONTRACTOR'S SCHEDULE

The bidder shall present his schedule in a manner and in detail sufficient to convey his understanding of the work and timing required to complete the project within the schedule set forth in these documents.

QUESTIONNAIRE FOR GENERAL CONTACTORS

INSTRUCTIONS:

Each General Contractor submitting a bid must complete this form as a description of Bidder's Qualifications. This questionnaire and all other information requested therein shall be placed in a separate sealed envelope and submitted as a part of the Contractor's Bid. The outside of the envelope shall show:

**BIDDER'S QUALIFICATIONS
RUNWAY 16R-34L RECONSTRUCTION
Reno-Tahoe International Airport**

(NAME AND ADDRESS OF BIDDER)

This description of qualifications will be considered part of the Contractor's Bid. Any Bid submitted without this information will be incomplete and considered non-responsive. The Engineer and Owner will examine the qualifications of the apparent low Bidder.

PLEASE COMPLETE THE FOLLOWING:

1. Name of Bidder:

2. Address of Bidder:

3. Bidder's Nevada Contractor's License Number:

4. Who will be the Project Manager and Superintendent on this job? Attach their resume.

5. Give the name and address of your Certified Public Accountant:

6. Give the name and address of your insurance agent and surety company:

7. If you are the apparent low bidder, will you furnish your most recent certified financial statements?
(If you do not have certified financial statements, a statement of condition from your CPA showing verifiable payables and receivables will be sufficient.)

Yes _____ No _____

8. What is or will be your bonding capacity on the date of your bid?

9. What amount of your bonding capacity will have been used on the date of your bid?

10. How many applications for bonds have you made in the last five (5) years? How many of these applications have been made to the same surety company?

11. Have any claims against your company been paid by your surety bond company in the last five (5) years? If so, describe the nature of the claim and give the name of the surety company, date of claim, amount of claim, and identifying number of the claim.

12. What negative cash flow do you anticipate on this project and how will it be financed?

13. List the following for at least 2 (two) airport paving projects of a similar size and scope as this project on Part 139 airports over the past five (5) years. (Use additional sheets if necessary.)

PROJECT #1

a. Name and Location of Project:

b. Name and Address of Owner:

c. Name and Address of Engineer:

d. Name of your Superintendent on the Job:

e. Date of Signed Construction Contract:

f. Date of Final Completion:

g. Amount of Bid:

h. Final Cost:

i. Explain Difference:

PROJECT #2

a. Name and Location of Project:

b. Name and Address of Owner:

c. Name and Address of Engineer:

d. Name of your Superintendent on the Job:

e. Date of Signed Construction Contract:

f. Date of Final Completion:

g. Amount of Bid:

h. Final Cost:

i. Explain Difference:

16. List selected projects done for Public Owners which exemplify your expertise in the particular type of projects done by the proposed superintendent. (Use additional sheets if necessary.)

BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

in the State of _____ and authorized to do business in the State of Nevada, as SURETY,

are held and firmly bound unto Reno-Tahoe Airport Authority as OWNER, hereinafter called the

OBLIGEE, in the sum of _____

_____ DOLLARS (\$ _____)

for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for

RENO-TAHOE INTERNATIONAL AIRPORT RUNWAY 16R-34L RECONSTRUCTION

said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if said Proposal shall be rejected, or in the alternate, if said Proposal shall be accepted and the PRINCIPAL shall sign and deliver a Contract to OBLIGEE, in the form of Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all completed in accordance with said Proposal) to OBLIGEE, and shall in all other respects perform the agreement created by the acceptance of said Proposal.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL hereunder shall be the amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal, and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$_____.

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL

By_____

SURETY

By_____
Attorney-In-Fact,

END OF BID BOND

CONTRACT AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between the Reno-Tahoe Airport Authority, hereinafter called the Owner, and _____, hereinafter called the Contractor.

WHEREAS, the Owner has published a Notice Inviting Sealed Proposals, and whereas said proposals were opened on the date set forth in said notice, and whereas the results of bidding were reported within sixty (60) days thereafter, and whereas on _____ 20____, the Owner determined that the Contractor was the lowest responsive and responsible bidder, and whereas on said date the Owner awarded a Contract to said Contractor, now

WITNESSETH: That the Owner and the Contractor do covenant and agree with each other as follows:

1. That for and in consideration of the covenants and agreements hereinafter contained on the part of the Owner, and the sums of money hereinafter designated to be paid to the Contractor by the Owner in the manner and form as hereinafter provided in the attached Contract Documents, the Contractor hereby covenants and agrees with the Owner to furnish all labor, tools, appliances, equipment, plant, and transportation, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, and complete the Runway 16R-34L Reconstruction at Reno-Tahoe International Airport, for the Owner all as more particularly and in detail set forth in those certain Plans and Specifications prepared by the Engineer of Record filed in the office of the Owner.

The original contract amount shall be _____ Dollars and _____ cents (\$ _____) as set forth in the Proposal and subject to adjustment(s) as provided hereinafter in these Contract Documents.

This Agreement specifically includes all items of work and all terms and conditions contained in any of the component parts of this Contract for which the Contractor will be paid by the Owner as hereinafter set forth in the Contract.

2. In accordance with the Contract Documents, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after the date established by the Notice to Proceed from the Owner, and all the work shall be completed within the duration established in Notice to Proceed as set forth in the Special Provisions. The Contractor shall also perform as required during the one-year warranty period following acceptance of construction. Phasing and milestones are indicated on the Phasing Plan and in the Special Provisions.

3. Payments will be made to the Contractor for work performed at the times and in the manner provided in the Contract Documents. Payment will be made at bid prices for awarded Bid Items, plus amount of approved change orders. Contractor will submit an invoice to the Owner no less than once a month.

4. Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from Reno-Tahoe Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 10 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 Reno-Tahoe Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

5. Contract Assurance - 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.

6. The Contract Documents shall consist of this Contract Agreement and the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto:

- a. Notice Inviting Sealed Proposals
- b. Instructions to Bidders
- c. The accepted proposal documents including only:
 - (1) Proposal for Construction and Bid Schedule – Unit Pricing
 - (2) Acknowledgments
 - (3) Bid Guaranty / Bid Bond
 - (4) Bidder Affidavit
 - (5) Designation of Subcontractors (with Proposal)
 - (6) Designation of Subcontractors (2 hour Submittal)
 - (7) Assurance of Disadvantaged Business Enterprise (DBE) Participation
 - (8) List of Disadvantaged Business Enterprise (DBE) Participation
 - (9) Disadvantaged Business Enterprise (DBE) written statement of commitment
 - (10) Bidder's List Form
 - (11) Certificate of Buy American Compliance – Manufactured Products
 - (12) Certificate of Buy American Compliance – Total Facilities
 - (13) Tax Delinquency and Felony Conviction Forms
 - (14) Contractor's Schedule
 - (15) Questionnaire for General Contractors
- d. This Contract Agreement
- e. Acknowledgements and Bonds
 - (1) Payment Bond
 - (2) Performance Bond
 - (3) Contractor's Acknowledgement
- f. Federal Requirements for Construction Contracts
 - (1) ACCESS TO RECORDS AND REPORTS (Reference: 2 CFR § 200.333, 2 CFR § 200.336 and FAA Order 5100.38)
 - (2) AFFIRMATIVE ACTION REQUIREMENT (Reference: 41 CFR part 60-4 and Executive Order 11246)
 - (3) BREACH OF CONTRACT TERMS (Reference 2 CFR § 200 Appendix II(A))
 - (4) BUY AMERICAN PREFERENCE (Reference: 49 USC § 50101)
 - (5) CIVIL RIGHTS – GENERAL (Reference: 49 USC § 47123 and FAA Order 1400.11)
 - (6) CIVIL RIGHTS – TITLE VI ASSURANCES (Reference: 49 USC § 47123 and FAA Order 1400.11)
 - (7) CLEAN AIR AND WATER POLLUTION CONTROL (Reference: 2 CFR § 200 Appendix II(G))

- (8) CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (Reference: 2 CFR § 200 Appendix II (E))
- (9) COPELAND “ANTI-KICKBACK” ACT (Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)
- (10) DAVIS-BACON REQUIREMENTS (Reference: 2 CFR § 200 Appendix II(D) and 29 CFR Part 5)
- (11) DEBARMENT AND SUSPENSION (NON-PROCUREMENT) (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)
- (12) DISADVANTAGED BUSINESS ENTERPRISE (Reference: 49 CFR part 26)
- (13) DISTRACTED DRIVING (References: Executive Order 13513, and DOT Order 3902.10)
- (14) ENERGY CONSERVATION REQUIREMENTS (Reference 2 CFR § 200 Appendix II(H))
- (15) EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.) (Reference: 2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3 and Executive Order 11246)
- (16) FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)
- (17) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J) and 49 CFR part 20, Appendix A)
- (18) PROHIBITION OF SEGREGATED FACILITIES (Reference: 41 CFR § 60)
- (19) OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference: 20 CFR part 1910)
- (20) PROCUREMENT OF RECOVERED MATERIALS (Reference: 2 CFR § 200.322 and 40 CFR part 247)
- (21) SEISMIC SAFETY (Reference 49 CFR part 41)
- (22) TAX DELINQUENCY AND FELONY CONVICTIONS (Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts. DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)
- (23) TERMINATION OF CONTRACT (Reference 2 CFR § 200 Appendix II(B) and FAA Advisor Circular 150/5370-10, Section 80-09.)
- (24) TRADE RESTRICTION (Reference: 49 USC § 50104 and 49 CFR part 30)
- (25) VETERAN’S PREFERENCE (Reference: 49 USC § 47112(c))
- g. Federal Wage Rates
- h. Minimum Wages for State of Nevada Public Works Projects
- i. General Provisions within the Bidding and Contract Documents (Volume 1)
- j. Special Provisions within the Project Manual
- k. Technical Specifications within the Project Manual
- l. Construction Safety Phasing Plan with the Project Manual
- m. Construction Plans
- n. Addenda or Clarifications
- o. Executed Change Orders

7. This contract is not assignable by the Contractor without the express written consent of the Owner and the Federal Aviation Administration.

8. And the said Contractor hereby further agrees that the payment of the final amount due under this Contract shall release the Owner from any and all claims or liability on account of work performed

under this Contract other than for such claims that have been previously asserted in writing by the Contractor to the Owner prior to the time that on application by the Contractor for final payment is made.

9. This Contract Agreement is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

10. The Contractor shall not terminate a DBE subcontractor listed in its bid, or a previously approved substituted DBE, without the prior written consent of the Owner. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Owner shall provide written consent if it has been determined that the Contractor has good cause to terminate the DBE subcontractor. Good cause may include the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) The Owner has determined that the listed DBE subcontractor is not a responsible subcontractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Owner written notice of its withdrawal;
- (8) The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required;
- (9) A DBE subcontractor owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract; and
- (10) Other documented good cause that the Owner determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE subcontractor it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged or so that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

Before seeking approval to terminate and/or substitute a DBE subcontractor, the Owner will require the Contractor to give notice in writing to the DBE subcontractor, with a copy to the RTAA, of its intent to request to terminate and/or substitute, and the reason for the request.

Before seeking approval to terminate and/or substitute a DBE subcontractor, the Owner will require the Contractor to give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

11. This Contract will be governed by and construed in accordance with the laws of the State of Nevada, as they exist from time to time. Each contractor, subcontractor or other person who provides labor, equipment, materials, supplies, or services for the public work must comply with the requirements of all

applicable state and local laws, including, without limitation, any applicable licensing requirements and requirement for the payment of sales and use taxes on equipment, materials, and supplies provided for the public work.

12. All claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Any arbitration held pursuant to this provision shall be conducted in Reno, Nevada. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the provisions of Chapter 38 of the Nevada Revised Statutes in any court having jurisdiction.

13. Notice of the demand for arbitration shall be filed in writing with the other party to the contract and with the American Arbitration Association. Demand for arbitration shall be made within the time limits where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

14. The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by the Contractor and Owner in writing.

15. Pursuant to the NRS Chapter 38, the parties may engage in any discovery permitted under the Nevada Rules of Civil Procedure for Civil Litigation.

16. The Reno-Tahoe Airport Authority is a body corporate and politic and a quasi-municipal corporation, the geographical boundaries of which are coterminous with the boundaries of Washoe County.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed in duplicate by its officers, thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

Contractor: _____

By: _____

Print Name: _____

Title: _____

Reno-Tahoe Airport Authority

By: _____

Marily M. Mora, A.A.E.
President / CEO

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Reno-Tahoe Airport Authority, in the State of Nevada, has awarded to _____, hereinafter designated as "Principal", a contract for Runway 16R-34L Reconstruction Project at Reno-Tahoe International Airport.

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, We, the Principal and _____, as surety, authorized to write surety bonds in the State of Nevada, are held and firmly bound unto the Reno-Tahoe Airport Authority in the sum of _____ Dollars (\$ _____), lawful money of the United States, being not less than one hundred (100%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender of other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claim under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

(SEAL)

By _____

SURETY

(SEAL)

By _____

Note: The person executing this bond on behalf of the Surety must attach power-of-attorney or other appropriate proof of authority to do so

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the Reno-Tahoe Airport Authority, State of Nevada, has awarded to _____, hereinafter designated as the "Principal," a Contract, the terms and provisions of which Contract are incorporated herein by reference, for constructing the Runway 16R-34L Reconstruction Project at the Reno-Tahoe International Airport.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, _____ as surety, authorized to write surety bonds in the State of Nevada, are held and firmly bound unto the Reno-Tahoe Airport Authority, Nevada, in the sum of _____ Dollars (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Owner from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the Owner, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the sum hereinabove specified, we agree to pay to the said Owner, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being here to affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

(SEAL)

By _____

SURETY

(SEAL)

By _____

If CONTRACTOR is a partnership, all partners must execute BOND.

Note: The person executing this bond on behalf of the Surety must attach power-of-attorney or other appropriate proof of authority to do so.

CONTRACTOR'S ACKNOWLEDGEMENT

Use (a) or (b)

(a) FOR AN INDIVIDUAL OR PARTNERSHIP

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before

me, a _____, in an for _____ County,
(Notary Public, Judge or Other Officer)

State of _____, _____, known (or proved) to
(Name)

me to be person(s) described in and who executed the foregoing instrument, who acknowledged to me that he (they) executed the same freely and voluntarily and for the use and purpose therein mentioned.

(Notary Public, Judge, or Other Officer)

(b) FOR A CORPORATION

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before

me, a _____, in and for _____ County,
(Notary Public, Judge or Other Officer)

State of _____, _____, known (or proved) to
(Name)

me to be the _____ of the corporation that
(President, Vice President or Secretary)

executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(Notary Public, Judge or Other Officer)

(SEAL)

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.333, 2 CFR § 200.336 and FAA Order 5100.38)

ACCESS TO RECORDS AND REPORTS

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

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

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

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

Timetables

Goals for minority participation for each trade: 8.2%

Goals for female participation in each trade: 6.9%

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Nevada, Washoe County and Reno.

BREACH OF CONTRACT TERMS

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

BREACH OF CONTRACT TERMS

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

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

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

BUY AMERICAN PREFERENCE

(Reference: Title 49 USC § 50101)

BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

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

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

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

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

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American

Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

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

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

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

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

Date

Signature

Company Name

Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) 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
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, 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 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”. The required documentation for a Type 3 waiver is:

- a) 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).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Signature

Company Name

Title

CIVIL RIGHTS - GENERAL

(Reference: 49 USC § 47123)

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

CIVIL RIGHTS – TITLE VI ASSURANCE
(Reference: 49 USC § 47123 and FAA Order 1400.11)

Title VI Clauses for Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 2 CFR § 200, Appendix II(G))

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

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 \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

COPELAND “ANTI-KICKBACK” ACT

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

COPELAND “ANTI-KICKBACK” ACT

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

DAVIS-BACON REQUIREMENTS

(Reference: 2 CFR § 200 Appendix II(D) and 29 CFR Part 5)

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2 Withholding.

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

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the

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

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

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

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

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either

directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed

on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

DEBARMENT AND SUSPENSION

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200 and DOT Order 4200.5)

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

DISADVANTAGED BUSINESS ENTERPRISE

Information Submitted as a matter of bidder responsiveness:

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

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm will perform on the contract;
- (3) The dollar amount of the participation of each DBE firm listed under (1);
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation with the proposal documents as a condition of bid responsiveness"; and
- (6) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation with the proposal documents as a condition of bid responsiveness".

Solicitation Language (Race/Gender Neutral Means)

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

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from Reno-Tahoe Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 10 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 Reno-Tahoe Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

(Reference: Executive Order 13513 and DOT Order 3902.10)

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

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

ENERGY CONSERVATION REQUIREMENTS

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

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

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

EQUAL OPPORTUNITY CLAUSE

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. 1. As used in these specifications:

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

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

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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

- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as 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 workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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

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

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

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

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

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

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

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

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

FEDERAL FAIR LABOR STANDARDS ACT

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

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment;
2 CFR part 200, Appendix II(J) and 49 CFR part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

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

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

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

PROHIBITION of SEGREGATED FACILITIES

(Reference: 41 CFR § 60)

PROHIBITION of SEGREGATED FACILITIES

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference: 20 CFR part 1910)

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROCUREMENT OF RECOVERED MATERIALS

(Reference: 2 CFR § 200.322 and 40 CFR part 247)

PROCUREMENT OF RECOVERED MATERIALS

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

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

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

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

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

SEISMIC SAFETY

(Reference: 49 CFR part 41)

SEISMIC SAFETY

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

TAX DELINQUENCY AND FELONY CONVICTIONS

(Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts. DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

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

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () 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 U.S.C. § 3559.

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

TERMINATION OF CONTRACT

(Reference: 2 CFR § 200 Appendix II(B) AND FAA AC 150/5370-10, Section 80-90)

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
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;
reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
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 (CONSTRUCTION)

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

TERMINATION FOR DEFAULT (EQUIPMENT)

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

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

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

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

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

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

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

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

TRADE RESTRICTION

(Reference: 49 USC § 50104 and 49 CFR part 30)

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on

the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

VETERAN'S PREFERENCE

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

**FEDERAL WAGE RATES
AND
NEVADA WAGE RATES**

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

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

http://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/

GENERAL CONTRACT PROVISIONS

SECTION 10 DEFINITION OF TERMS

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Construction Manager	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-17	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-18	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-19	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

Paragraph Number	Term	Definition
10-20	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-21	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-222	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-23	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-24	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-25	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-26	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-27	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-28	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer or Construction Manager to be necessary to complete the work within the intended scope of the contract as previously modified.
10-29	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.

Paragraph Number	Term	Definition
10-30	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-31	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-32	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Construction Manager is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or Construction Manager, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-33	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-34	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-35	Materials	Any substance specified for use in the construction of the contract work.
10-36	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

Paragraph Number	Term	Definition
10-37	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-38	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Reno-Tahoe Airport Authority.
10-39	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-40	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-41	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-42	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-43	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-44	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-45	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-46	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-47	Quality Assurance (QA)	Owner’s responsibility to assure that construction work completed complies with specifications for payment.

Paragraph Number	Term	Definition
10-48	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-49	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Construction Manager assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-50	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Construction Manager.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Construction Manager, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (NOTICE TO BIDDERS). The advertisement appears elsewhere in this document.

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

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

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

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

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

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

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

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

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

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

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

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

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

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

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

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

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

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

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

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

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing, by fax or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

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

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

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

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

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

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

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

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

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

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

- A. If the proposal is irregular as specified in Section 20, paragraph 20-09, Irregular Proposals.
- B. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 180 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

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

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

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. The Surety for the Contract Bonds shall be listed in the current U.S. Treasury List and licensed to do business in the State of Nevada. The Surety shall have the current A.M. Best and Co. rating of at least A:VI.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

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

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

END OF SECTION 30

SECTION 40 SCOPE OF WORK

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

All labor, materials, tools, equipment and services shall be furnished and work performed and completed subject to the approval of the Owner or its authorized expenses.

All taxes of any nature whatsoever shall be included in the overall cost of the Project. The Contractor shall be prohibited from making any further claims for taxes.

The Contractor shall carefully study and compare all plans, drawings, details and specifications and other instructions and shall at once report any error, inconsistency or omission which Contractor or as subcontractor may discover. While it is believed that much of the information pertaining to conditions which may affect the cost of the Work will be shown on the Plans, Drawings, Details, or indicated in the Specifications. The Owner does not warrant the completeness or the accuracy of such information. The Contractor shall ascertain the existence of any conditions affecting the cost of the Work which would have been disclosed by reasonable examination of the site.

The Contractor shall be liable to the Owner for any damage resulting from any errors or deficiencies in the Contract Documents or instructions furnished by the Owner or its Agent if said errors or deficiencies were or could have been discoverable by reasonable inspection prior to the commencement of construction.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified herein, the Construction Manager shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

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

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

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

All Supplemental Agreements shall be approved by FAA and shall include valid wage determinations of the U.S. Secretary of Labor.

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

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

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

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

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

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

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

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

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

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications,

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

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

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

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

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

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

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- A. Use such material in another contract item, providing such use is approved by the Construction Manager and is in conformance with the contract specifications applicable to such use; or,
- B. Remove such material from the site, upon written approval of the Construction Manager; or
- C. Use such material for the Contractor's own temporary construction on site; or,
- D. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option A., B., or C., the Contractor shall request the Construction Manager's approval in advance of such use.

Should the Construction Manager approve the Contractor's request to exercise option A., B., or C., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume

of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

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

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

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

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

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer has final authority regarding the interpretation of project specification requirements. The Engineer shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of progress of the work.

The Engineer does not have the authority to accept work that does not conform to specification requirements.

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

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

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

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

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

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

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing,

and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 LIST OF SPECIAL PROVISIONS. The Special Provisions are included elsewhere within this document.

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

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

50-06 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

50-07 CONSTRUCTION LAYOUT AND STAKES. The Construction Manager shall establish necessary horizontal and vertical control only. The establishment of Survey Control and/or reestablishment of survey control shall be by a State of Nevada Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Construction Manager. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal

and vertical control, an amount equal to the cost of replacing the same may be deducted from subsequent payments due the Contractor at the discretion of the Construction Manager.

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

Weekly, copies of survey notes will be provided to the Construction Manager for each area of construction and for each placement of material as specified to allow the Construction Manager to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the Construction Manager prior to commencing work items that cover or disturb the survey staking.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

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

Construction Staking and Layout includes but is not limited to:

- A. Clearing and Grubbing perimeter staking.
- B. Rough Grade slope stakes at 100-foot stations.
- C. Drainage Swales slope stakes and flow line blue tops at 50-foot stations.
- D. Subgrade blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:
 - (1) Runway – minimum 5 per station
 - (2) Taxiways – minimum 3 per station
 - (3) Holding apron areas – minimum 3 per station
 - (4) Roadways – minimum 3 per station
- E. Base Course blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:
 - (1) Runway – minimum 5 per station
 - (2) Taxiways – minimum 3 per station
 - (3) Holding apron areas – minimum 3 per station
- F. Pavement areas:
 - (1) Edge of Pavement hubs and tacks (for stringline by Contractor) at 100 foot stations
 - (2) Between Lifts at 25 foot stations for the following section locations:

1. Runways – each paving lane width
 2. Taxiways – each paving lane width
 3. Holding areas – each paving lane width
- (3) After finish paving operations at 50 foot stations
1. All paved areas – Edge of each paving lane prior to next paving lot
- (4) Shoulder and safety area blue tops at 50 foot stations and at all break points with maximum of 50 foot offsets
- G. Fence lines at 100 foot stations
- H. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASI's, PAPI's, REIL's, Wind Cones, Distance Markers (signs), pull boxes and manholes.
- I. Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
- J. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting)
- K. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (i.e. paving lane).

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

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

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

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

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

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

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

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Construction Manager as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

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

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

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

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

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

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

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

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

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

Should the Contractor fail to respond to the Construction Manager notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

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

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

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

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

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

50-17 VALUE ENGINEERING COST PROPOSAL.

The provisions of this paragraph will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the Construction Manager, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The value engineering cost proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for value engineering cost proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

A. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each.

B. An itemization of the contract requirements that must be changed if the proposal is adopted.

C. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes.

D. A statement of the time by which a change order adopting the proposal must be issued.

E. A statement of the effect adoption of the proposal will have on the time for completion of the contract.

F. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any value engineering cost proposal not accepted by the Construction Manager, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Construction Manager to consider any value engineering cost proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the value engineering cost proposal has been issued. If a change order has not been issued by the date upon which the Contractor's value engineering cost proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such value engineering cost proposal shall be deemed rejected.

The Construction Manager shall be the sole judge of the acceptability of a value engineering cost proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Construction Manager may disregard the contract bid prices if, in the Construction Manager's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may require the Contractor to share in the Owner's costs of investigating a value engineering cost proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a value engineering cost proposal from amounts payable to the Contractor under the contract.

If the Contractor's value engineering cost proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this paragraph. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the value engineering cost proposal or such part of it as has been accepted and shall include any conditions upon which the Construction Manager's approval is based. The change order shall also set forth the estimated net savings attributable to the value engineering cost proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the value engineering cost proposal and the performance of the work.

Acceptance of the value engineering cost proposal and performance of the work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

50-18 PERSONNEL QUALIFICATIONS. The Contractor shall have a competent superintendent and project manager for the type of work being performed on the work at all times who is fully authorized as their agent on the work. The Contractor shall supply qualifications to the Construction Manager of both a project superintendent and a project manager to the Construction Manager for review and acceptance. The Construction Manager shall review the supplied qualifications and make a determination of the acceptability of the experience level of the proposed personnel. Should the Construction Manager not accept the proposed personnel, the Contractor shall supply alternative personnel with acceptable experience levels. The Construction Manager shall make the final determination of the acceptability of the proposed personnel.

The project manager and project superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Construction Manager or their authorized representative.

Contractor shall maintain on site at all times a project superintendent with at least the following qualifications:

Minimum of five (5) years of experience in pavement construction with prior pavement construction experience on a project of comparable size and scope as the contract. Included in the five (5) years of paving experience, the project superintendent must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.

- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The Contractor's Project Manager shall meet at least the following qualifications:

Minimum of five (5) years of experience in airport construction on a project of comparable size and scope as the contract. Included in the five (5) years of airport construction experience, the project manager must meet at least the following requirements:

- (1) Two (2) years of airport construction experience as a Project Manager of comparable size and scope as the contract.
- (2) An individual with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology, or Construction Management.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA). The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the

work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

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

The form and distribution of certificates of compliance shall be as approved by the Engineer.

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

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

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

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

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

Should the Construction Manager conduct plant inspections, the following conditions shall exist:

A. The Construction Manager shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

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

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

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

60-05 ENGINEER/ CONSTRUCTION MANAGER FIELD OFFICE. An Engineer/Construction Manager field office is not required. Contractor shall refer to Section P-501 of the technical specification for requirements associated with providing concrete testing and curing laboratory.

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

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

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

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

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

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

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

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

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

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

1. Utility Service by NV Energy to existing and proposed lighting vault.

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

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

70-05 FEDERAL PARTICIPATION. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed

as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

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

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

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

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the Construction Manager. If the Construction Manager determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the Construction Manager reserves the right to assign the task of debris removal to a third party and recover the resulting costs from payments due the Contractor.

70-08 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included within this document.

70-09 USE OF EXPLOSIVES. The use of explosives is not permitted on this project.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Construction Manager has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and hold harmless the Engineer/Construction Manager and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in

constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described within the Special Provisions.

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

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

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

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

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

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except

damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

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

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

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

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

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

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

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

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

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

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

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

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

- A. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
- B. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the Construction Manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
- C. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact through the Construction Manager a minimum of 72 hours prior to the time of the required outage.
- D. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.
- E. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact through the Construction Manager shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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

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

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

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

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

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

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

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

70-21 INSURANCE REQUIREMENTS. Insurance requirements are outlined within the Special Provisions.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer and/or the Construction Manager.

Contractor agrees that any subcontract entered into pursuant to this provision shall comply with NRS 338.550 and 338.555 concerning progress payments by Contractor to subcontractor. The Contract shall provide a copy of executed subcontracts to the Construction Manager prior to the subcontractor performing work on the project.

Contractor's attention is directed to the provisions of NRS 338.125, Fair Employment Practices. Any subcontract entered into Contractor shall comply with the relevant provisions of NRS 338.125.

Contractor agrees to comply with NRS 338.020 et seq. dealing with Nevada wage rates in any subcontract entered into by the Contractor.

Contractor's attention is further directed to the provisions of NRS 608.150 obligating the Contractor for indebtedness for labor incurred by any subcontractor or any contractors acting under, by or for the original Contractor in performing any labor construction or other work included in the subject of this Contract.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Construction Manager.

The Contractor shall perform, with his organization, an amount of work equal to at least 30 percent of the total contract cost.

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

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

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Construction Manager's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Construction Manager at least 24 hours in advance of resuming operations.

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

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

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

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

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

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP), cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as arranged with Airport Operations (through Construction Manager) a minimum of 24 hours in advance.

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

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

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

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

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

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

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

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

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

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

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

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

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

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

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.

The Construction Manager may adjust contract time based on the following considerations:

- (1) Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Construction Manager will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Construction Manager will begin charges against the contract time on the effective date of the notice to proceed(s).

- (4) The Construction Manager will not make charges against the contract time after the date of final acceptance as defined in paragraph 50-15 FINAL ACCEPTANCE.
- (5) The contract time (stated in the proposal) is based on the originally estimated quantities as described in paragraph 20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, 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 contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

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.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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

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

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

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

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

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

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

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

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Construction Manager.

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

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Construction Manager prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Construction Manager, or their authorized representatives, using United States Customary Units of Measurement.

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

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

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

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

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

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the Construction Manager. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Construction Manager directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such

Term	Description
	shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the Construction Manager before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p>

Term	Description
	<p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the Construction Manager can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Construction Manager. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

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

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

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

90-04 PAYMENT FOR OMITTED ITEMS. As specified in Section 40, paragraph 40-03, *Omitted Items*, the Construction Manager shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

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

90-05 GENERAL CONTRACTOR'S ALLOWANCE FOR WORK PERFORMED ON CHANGE ORDERS

WORK PERFORMED BY	OVERHEAD PROFIT	MATERIAL	LABOR	EQUIPMENT Contractor Owned/	EQUIPMENT Rented	EQUIPMENT OPERATING COSTS
Contractor	15%	Actual cost supported by original paid invoice	Actual wage rates plus any fringe benefits	Will be paid at 70% of latest edition of the monthly blue book rates published by Data Quest	Will be paid at 70% of latest edition of the monthly blue book rates published by Data Quest	100% of actual operating costs as detailed in the Blue Book
Sub-contractor	10%	Actual cost supported by original paid invoice	Actual wage rates plus any fringe benefits	Will be paid at 70% of latest edition of the monthly blue book rates published by Data Quest	Will be paid at 70% of the latest edition of the monthly blue book rates published by Data Quest	100% of actual operating costs as detailed in the Blue Book
Sub-sub-contractor	5%	Actual cost supported by original paid invoice	Actual wage rates plus any fringe benefits	Will be paid at 70% of latest edition of the monthly blue book rates published by Data Quest	Will be paid at 70% of the latest edition of the monthly blue book rates published by Data Quest	100% of actual operating costs as detailed in the Blue Book
Sub-sub-sub-contractor	0%	0%	0%	0%	0%	0%

NOTES:

Markup includes general and administrative costs, overhead, salaried supervision, indirect administrative personnel and all other indirect labor, payroll taxes, insurance and company fringe benefits for general and administrative personnel, material handling and warehouse labor, other non-reimbursable costs and profit. Contractor shall reference and the current State of Nevada Department of Transportation Labor Surcharge worksheet to determine the labor surcharge for indirect labor markups. The link can be found at: <https://www.nevadadot.com/doing-business/contractors-construction/contract-services/labor-surcharge-rates>

Markups and/or fees on cost reimbursable extra or deleted work shall not be compounded by successive subcontractors or material suppliers at any level or tier. Owner shall not be required to compensate the Contractor for any such compounded markups or fees.

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Construction Manager, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars (\$500.00).

From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total amount will be deducted and retained by the Owner until the work is, in Owner's sole judgment, at least fifty percent (50%) physically complete. Once the work is, in Owner's sole judgment, at least fifty percent (50%) physically complete, the Owner will not withhold any additional retainage.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 10 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

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

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

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

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

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

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

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

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

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

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

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

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

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the Construction Manager will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Construction Manager's final estimate or advise the Construction Manager of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Construction Manager shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the

Construction Manager's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Construction Manager's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

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

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

90-10 CONSTRUCTION WARRANTY.

- A. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- B. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.
- C. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- D. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- E. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- F. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

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

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

90-11 CONTRACTOR FINAL PROJECT DOCUMENTATION. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Construction Manager approves the Contractor's final submittal. The Contractor shall:

A. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

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

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

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

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

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

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

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

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

J. Project Operation and Maintenance (O&M) Manual(s).

K. Security for Construction Warranty.

L. Equipment commissioning documentation submitted.

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

WHEREAS, the undersigned, _____ (Sub-Contractor) has furnished labor, materials, and services and/or equipment to _____ (General Contractor) for the construction of the _____ at the _____ Airport (Project), Washoe County, State of Nevada, on the Property of the Reno-Tahoe Airport Authority (Owner), Reno, Nevada.

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

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

DATED this _____ day of _____, 2019.

Company Name

By _____

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

WHEREAS, the undersigned, _____ (Sub-Contractor) has furnished labor, materials, and services and/or equipment to _____ (General Contractor) for the construction of the _____ at the _____ Airport (Project), Washoe County, State of Nevada, on the Property of the Reno-Tahoe Airport Authority (Owner), Reno, Nevada.

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

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

DATED this _____ day of _____, 2019.

Company Name

By _____

(Title)

END OF SECTION 90

SPECIAL PROVISION NO. 1

CONTRACTOR'S SCHEDULE

SP1-01 DESCRIPTION. Includes Construction Scheduling required for proper execution of the Work as described herein and indicated on the Plans.

SP1-02 INITIAL CPM SCHEDULE. The Contractor shall submit an initial Critical Path Method (CPM) graphic network diagram schedule with computer analysis (hereinafter referred to as the CPM Construction Schedule), to be prepared by the Contractor in accordance with the Associated General Contractors of America publication entitled "CPM in Construction, Copyright 1976". The Contractor shall use "Primavera P6" Scheduling Software, latest version, as produced by Oracle. Other scheduling software may be utilized with the express written consent of the Construction Manager.

This initial CPM Construction Schedule, along with electronic copies containing all activity data including but not limited to Early Start, Early Finish, Late Start, Late Finish and Float, shall be submitted to the Construction Manager for review and comment within five (5) calendar days after the date of the Notice to Proceed. The initial CPM Construction Schedule shall include the following:

- (1) Arrange schedule to indicate required sequencing of Work as outlined below and in the Contract Documents, and to indicate time allowances for submittals, inspections, and similar time margins.
- (2) Schedule shall reflect Contractor's modifications and suggested revisions to Work sequencing indicated in the Contract Documents. The Owner reserves the right to approve or disapprove such modifications or revisions.

Review and recognition of this schedule shall not relieve the Contractor of responsibility for scheduling of the Work and maintaining progress in accordance with the Contract Documents. The initial CPM Construction Schedule will be recognized by the Construction Manager when it is prepared in accordance with the Contract Documents. Schedule shall be submitted and reviewed for comment by Construction Manager for conformance to Critical Milestone Completion Dates and overall project completion time criteria. Lack of this information shall be cause for rejection of schedule. Partial payment requests will not be processed without approved CPM schedules.

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

- (1) Critical submittal dates related to each activity or prepare separate coordinated listing of critical submittal dates.
- (2) Sequences of work within each activity which involve purchase lead-time, mock-ups, testing, or similar phases, as well as installation.
- (3) The CPM Construction Schedule shall relate to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

The following items define the term "activities" as it pertains to the Trade Contractor's CPM network.

- (1) Each activity shall be a unit of Work which requires an amount of time for its performance.
- (2) Each activity shall be a logically separate part of the Work, defined by an observable start and an observable finish.
- (3) To establish the scope of an activity for CPM purposes, Trade Contractor shall form a single activity from the largest grouping of related operations which permit a continuous and measurable flow of Work and which can proceed without affecting or being affected by Work of another Trade Contractor.
- (4) The scope of an activity shall be small enough to permit a reasonable appraisal of its status or as directed by the Construction Manager.
- (5) Project Master Schedule activities should be broken down such that the average activity has a value of approximately \$50,000 with no activities exceeding \$100,000 without the consent of the Construction Manager. For activities with a value of less than \$50,000, such activities shall be broken down to a specific zone or geographical location showing start and finish time of each.
- (6) Activities of other Contractors or other contractors that must be completed prior to the start of the Trade Contractor's Work or portion of Work shall be included in the Trade Contractor's schedule as milestones and identified with a designation approved by the Construction Manager.

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

- (1) Description of the activity.
- (2) Duration of the activity in days.
- (3) Each activity shall be identified with early/late start, early/late finish, and total float. It is expressly understood that the Construction Manager owns the "float".

SP1-03 FLOAT.

- A. Float or slack is defined as the amount of time between the early start date, and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Extensions of time for performance required under the Contract General Provisions will be granted only to the extent the equitable time adjustment for the activity or activities affected exceeds the total float or slack along the channels involved at the time notice to proceed was issued for the change.

- B. In compliance with the requirements for cooperation and coordination under the Contract Documents, Contractor shall not engage in float manipulations which have the net effect of sequestering float time. Examples of networking techniques disallowed under this provision include such strategies as extending time duration estimates, and scheduling items required for Final Completion as though they were prerequisites to Substantial Completion.
- C. The Contractor acknowledges and agrees that mitigation for delays due to changes, and differing site conditions will require that the Contractor revise preferential sequences which had the net effect of sequestering float, before proposing and updating the CPM Construction Schedule that supports a delay in any other construction by others.
- D. It is expressly agreed and understood that the Contractor shall not be entitled to any compensation or damages on account of delays which meet the General Provision requirement Extensions of Contract Time but which could have been avoided by revising activity times or logic used to sequester float. Under this requirement of the Contract Documents it is further expressly agreed and understood that the only remedy for delay when the extended critical paths are due to the sequestering of float time will consist of a Contract Time extension only, and will exclude the Contractor's right to recover any delay damages or compensation from the Owner.

SP1-04 DISTRIBUTION. Following initial CPM Construction Schedule approval by the Construction Manager, print and submit the approved schedule, including two (2) copies to Construction Manager. Revise at intervals matching payment requests, and provide two (2) copies required with payment requests.

SP1-05 MAINTENANCE OF SCHEDULE. The Contractor's recognized CPM Construction Schedule shall be updated monthly, and two (2) printed copies and one diskette shall be submitted with each of the Contractor's Application for Payment. The updated CPM Construction Schedule shall describe Work completed during the preceding month, Work in progress, major problems, schedule deviations, organizational changes, subcontractor progress and "Record Document" schedule progress dates. The updated CPM Construction Schedule shall also include a section detailing activities planned for the next month. Progress shall be reported in comparison with the recognized CPM Construction Schedule. A special section of the updated CPM Construction Schedule shall address any activities that are behind schedule, describing reason therefore, any impact on the overall Contract Completion Dates and the Contractor's plans for overcoming any delays. Updates shall also be made any time that changes in the design, construction, procurement and installation cause any major change in the overall schedule.

The Construction Manager will review the updated CPM Construction Schedule and provide comment with regard to the Schedule's compliance with the provisions of the Contract Documents. The updated CPM Construction Schedule will be recognized by the Construction Manager when it is prepared in accordance with the Contract Documents. The Construction Manager will not approve the Contractor's Application for Payment without the Contractor's monthly submission of an acceptably updated CPM Construction Schedule. Each monthly CPM Construction Schedule shall show all Work substantially complete by the Contract Completion Dates.

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

- (1) the Work in phases or as a whole
- (2) a project milestone item;
- (3) an item of Work which is on the critical path; or
- (4) an item of Work not on the original critical path that, because of the delay or anticipated delay, becomes a critical path item;

then such may constitute a material breach of the Contract. The Contractor shall submit with the monthly update of the CPM Construction Schedule, or within seven (7) days of a written request from the Construction Manager, his proposed plan for bringing the Work back on schedule and completing the Work by the Contract Completion Date(s) or Calendar Days.

The Contractor shall comply fully with all Time and other requirements of the Contract Documents. Recommendation of an Application for Payment by the Construction Manager and payment thereon by the Owner, without the submission of a recognized monthly update of the CPM Construction Schedule, shall not constitute a waiver of the requirements for such updates, nor shall it relieve the Contractor from the obligation to complete the Work by the Contract Completion Date(s) or Calendar Days.

END OF SECTION SP1

SPECIAL PROVISION NO. 2

CONTRACTOR'S QA/QC PLAN

SP2-01 NOTIFICATION. The Owner has identified the tests and frequencies in the following to be the minimum reasonable numbers and types of tests to be performed by the Owner and Contractor for this work. The Owner reserves the right to unilaterally adjust the numbers and/or frequencies of those tests he will perform. Such listing of tests required by the Contractor may not be all-inclusive and does not relieve the Contractor of any QA/QC obligation included elsewhere in the Contract Documents.

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-152 Field	ASTM D 1557	Moisture-Density Relations	As required for subgrade 3,000 cubic yards for embankment	X	X
P-152 Field	ASTM D 4718	Correction for Oversized Particles	As Required	X	X
P-152 Field	ASTM D 1556 or D6938	Density of In-Place Soil/ Soil Aggregate Mixtures	500 cubic yards of completed subgrade	X	
P-153 Mix Design	ASTM C150	Portland Cement	1 per material		X
P-153 Mix Design	ASTM C618	Fly Ash	1 per material		X
P-153 Mix Design	ASTM C33	Gradation	1 per each size aggregate		X
P-153 Mix Design	ASTM C1602	Water	1 per source		X
P-153 Mix Design	ASTM D4832	Compressive Strength	3 per each test age; 7, 14, 28 day		X
P-153 Mix Design	ASTM D6103	Consistency	As Required		X
P-153 Field	ASTM D4832	Compressive Strength	3 per each test age; 7, 14, 28 day		X
P-153 Field	ASTM D6103	Consistency	As Required		X
P-153 Field	ASTM D4832	Compressive Strength	1 per each 1000 cubic yards	X	

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-201 Acceptance	ASTM D2487	Gradation	1 each		X
P-201 Acceptance	Caltrans Test 205	Percentage of Crushed Particles	1 each		X
P-201 Acceptance	Caltrans Test 211	LA Rattler	1 each		X
P-201 Acceptance	Caltrans Test 227	Cleanness	1 each		X
P-201 Acceptance	Caltrans Test 302	Film Stripping	1 each		X
P-201 Acceptance	ASTM C1097	Lime	1 each		X
P-201 Acceptance	ASTM D3381	Bitumen quality	1 each		X
P-201 Acceptance	ASTM D1188	Unit Weight	1 each specimen		X
P-201 Acceptance	ASTM D2041	Theoretical Maximum Specific Gravity	1 each1 each specimen		X
P-201 Acceptance	ASTM D6931	Indirect Tension Test	1 each1 each specimen		X
P-201 Acceptance	Tex 530-C	Effect of water on Bituminous Paving Mixture	1 each specimen		X
P-209 Acceptance	ASTM C131	Course Aggregate Resistance to Degradation	1 each		X
P-209 Acceptance	ASTM C88	Soundness	1 each		X

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-209 Acceptance	ASTM D5821	Percent of Fractured Faces	1 each		X
P-209 Acceptance	ASTM D4797	Flat, Elongated Particles	1 each		X
P-209 Acceptance	ASTM C142	Clay Lumps	1 each		X
P-209 Acceptance	ASTM D4318	Liquid Limit	1 each		X
P-209 Acceptance	ASTM D4318	Plasticity Index	1 each		X
P-209 Acceptance	ASTM C117 & ASTM C136	Gradation	1 each		X
P-209 Field	ASTM C117 & C136	Gradation	2 samples per day	X	X
P-209 Field	ASTM D1557	Field Density	1 per each subplot	X	X
P-209 Field	ASTM D1557	Moisture-Density Relation	1 per each 5 days of placement or as required	X	X
P-209 Field	-	Surface Tolerances	As Required	X	X
P-209 Field	-	Thickness	As Required	X	X
P-403 JMF	ASTM C131	Course Aggregate Resistance to Degradation	1 each		X
P-403 JMF	ASTM C136 & C117	Gradation	1 each		X

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-403 JMF	ASTM C88	Course Aggregate Soundness	1 each		X
P-403 JMF	ASTM C142	Clay Lumps	1 each		X
P-403 JMF	ASTM D5821	% Fractured Faces	1 each		X
P-403 JMF	ASTM D4791	Flat, Elongated Particles	1 each		X
P-403 JMF	ASTM C29	Bulk Density	1 each		X
P-403 JMF	ASTM D4318	Liquid Limit	1 each		X
P-403 JMF	ASTM D4318	Plasticity Index	1 each		X
P-403 JMF	ASTM C88	Fine Aggregate Soundness	1 each		X
P-403 JMF	ASTM C142	Fine Aggregate Clay Lumps	1 each		X
P-403 JMF	ASTM D2419	Sand Equivalent	1 each		X
P-403 JMF	ASTM D1073	Natural Sand	1 each		X
P-403 JMF	ASTM D6373	Asphalt Binder	1 each		X
P-403 JMF	ASTM D6084	Elastic Recovery	1 each		X

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-403 Production	ASTM D6307 or D2172	Asphalt Content	Two per day		X
P-403 Production	ASTM D5444, C136, & C117	Gradation	Twice per lot		X
P-403 Production	ASTM C566	Moisture Content	Once per lot		X
P-403 Production	-	Temperature	Four times per lot		X
P-403 Production	ASTM D2950	In-place Density	As Necessary		X
P-403 Production	ASTM E2133	Smoothness	Daily / As Necessary		X
P-403 Production	ASTM D3203	Air Voids	1 each subplot	X	
P-403 Production	ASTM D3665 & S2726	Mat Density	1 each subplot	X	X Coring
P-403 Production	ASTM D3665 & D2726	Joint Density	1 each subplot	X	X Coring
P-501 Mix Design	ASTM 1260 & C1567	Reactivity	1 each as outlined in specification		X
P-501 Mix Design	ASTM C136 & C117	Gradation	1 each		X
P-501 Mix Design	ASTM C88	Fine Aggregate Soundness	1 each		X
P-501 Mix Design	ASTM D2419	Sand Equivalent	1 each		X

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-501 Mix Design	ASTM C136	Fineness Modulus	1 each		X
P-501 Mix Design	ASTM C142	Fine Aggregate Clay Lumps	1 each		X
P-501 Mix Design	ASTM C123	Coal and Lignite	1 each		X
P-501 Mix Design	-	Total Deleterious Material	1 each		X
P-501 Mix Design	ASTM C131	Resistance to Degradation	1 each		X
P-501 Mix Design	ASTM C88	Course Aggregate Soundness	1 each		X
P-501 Mix Design	ASTM D4791	Flat, Elongated Particles	1 each		X
P-501 Mix Design	ASTM C29	Bulk Density of Slag	1 each		X
P-501 Mix Design	ASTM C666	D-cracking	1 each		X
P-501 Mix Design	ASTM C142	Course Aggregate Clay Lumps	1 each		X
P-501 Mix Design	ASTM C117	Mineral finer than No. 200 sieve	1 each		X
P-501 Mix Design	ASTM C123	Lightweight Particles	1 each		X
P-501 Mix Design	ASTM C123	Chert	1 each		X

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-501 Mix Design	-	Total of all Deleterious Material	1 each		X
P-501 Mix Design	ASTM C150	Cement Material	1 each		X
P-501 Mix Design	ASTM C204	Blaine Fineness	1 each		X
P-501 Mix Design	ASTM C618	Fly Ash Material	1 each		X
P-501 Mix Design	ASTM C311	Fly Ash Calcium Oxide content	1 each		X
P-501 Mix Design	ASTM C618	Fly Ash Reporting	3 previous reports		X
P-501 Mix Design	ASTM C989	Slag Cement	1 each		X
P-501 Mix Design	ASTM C618	Pozzolan	1 each		X
P-501 Mix Design	ASTM C260 & C494	Admixtures	1 each		X
P-501 Mix Design	ASTM C78	Flexural Strength	3 per each test age; 7, 14, 28 day		X
P-501 Mix Design	ASTM C143	Slump	1 each		X
P-501 Production	ASTM C136	Gradation	Twice daily		X

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-501 Production	ASTM C70 or C566	Moisture Content	Twice per week (w/ electric moisture meter) Twice per day (w/ direct measurements)		X
P-501 Production	-	Deleterious substances	As required per specification		X
P-501 Production	ASTM C143	Slump	At random per ASTM C143		X
P-501 Production	ASTM C231	Air Content	Once per subplot	X	X
P-501 Production	ASTM C138	Unit Weight	Once per subplot	X	X
P-501 Production	ASTM C1064	Temperature	Four times per lot	X	X
P-501 Production	ASTM E2133	Smoothness	Daily or as necessary	X	X
P-501 Production	ASTM C78	Flexural Strength	Two per subplot	X	
P-501 Production	ASTM C174	Thickness	Once per subplot	X	X Core
P-501 Production	-	Grade line	As necessary	X	
P-610 Mix Design	ASTM 1260	Reactivity	1 each as outlined in specification		X
P-610 Mix Design	ASTM C33	Course Aggregate Gradation	1 each		X

TABLE 1.

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

Spec Item	Reference	Description	Minimum Frequency	Owner's Responsibility	Contractor's Responsibility
P-610 Mix Design	ASTM C618	Fly Ash Material	1 each		X
P-610 Mix Design	ASTM C311	Fly Ash Calcium Oxide content	1 each		X
P-610 Mix Design	ASTM C618	Fly Ash Reporting	3 previous reports		X
P-610 Mix Design	ASTM C989	Slag Cement	1 each		X
P-610 Mix Design	ASTM C1602	Water	1 each		X
P-610 Mix Design	ASTM C260 & C494	Admixtures	1 each		X
P-610 Mix Design	ASTM C31	Compressive Strength	3 per each test age; 7, 14, 28 day		X
P-610 Field	ASTM C143	Slump	Once per day	X	
P-610 Field	ASTM C231	Air Content	Once per day	X	
P-610 Field	ASTM C31	Compressive Strength	3 per each test age; 7, 14, 28 day	X	
Refer to Section L-100 Electrical Testing Requirements					

END OF SECTION SP2

SPECIAL PROVISION NO. 3

INSURANCE REQUIREMENTS

SP3-01 CONTRACTOR PROVIDED INSURANCE. The Contractor will provide the following insurance coverage for himself, all sub-contractors, suppliers, material, men, and any and all others accessing the project on the Contractor's behalf.

INSURANCE/INDEMNIFICATION SPECIFICATIONS

INTRODUCTION

The Reno-Tahoe Airport Authority (Owner) has established specific indemnification, insurance, and safety requirement for contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that a Contractor accepts and is able to pay for the loss or liability related to its activities.

The Contractor's attention is directed to the insurance requirements below. It is highly recommended that the Contractor confer with its respective insurance carriers or brokers to determine in advance of bid/proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If there are any questions regarding these insurance requirements, it is recommended that the agent/broker contact the Authority Manager of Finance directly at (775) 328-6435. If the successful Contractor fails to comply strictly with the insurance requirements, that Contractor may be disqualified from award of the contract.

SP3-02 INDEMNIFICATION AGREEMENT

The Contractor shall indemnify, hold harmless and defend the Owner, its Board of Trustees and its officers, directors, agents, servants, and employees from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), for injury or damage to persons or property sustained in or about the Airport, as a proximate result of the acts or omissions of the Contractor, its agents, servants, or employees, subcontractors and subordinate subcontractors, or arising out of the operations of the Contractor upon and about the Airport, excepting such liability as may result from the sole negligence of the Owner, its officers, directors, servants, agents and employees. Contractor shall further use legal counsel reasonably acceptable to the Owner in carrying out Contractor's obligations hereunder. Any final judgment rendered against the Owner for any cause for which Contractor is liable hereunder shall be conclusive against Contractor as to liability and amount, where the time for appeal therefrom has expired. The Indemnity provisions set forth herein shall survive the expiration or early termination of any Agreement. The parties agree that if any part of this indemnification provision is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification provision shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally permissible.

SP3-03 CONTRACTOR PROVIDED INSURANCE

The Contractor shall provide the following insurance coverage for itself, all subcontractors, suppliers, material men, and all others accessing the project on the Contractor's behalf.

COMMERCIAL GENERAL LIABILITY INSURANCE

Using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$10,000,000 per occurrence for all covered losses and no less than \$10,000,000 general aggregate.

COURSE OF CONSTRUCTION INSURANCE

Builder's Risk or Course of Construction Insurance insuring on a "all risks" basis, with a limit equal to the completed value of the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contractor and its subcontractors of any tier providing equipment, materials, or services for the project. The Airport shall be named as loss payee; and the insurers shall waive all rights of recovery against Airport.

SP3-04 ADDITIONAL CONTRACTOR PROVIDED INSURANCE. The contractor will provide the following additional insurance coverage:

WORKERS' COMPENSATION INSURANCE

The Contractor and its subcontractor shall procure Nevada Worker's Compensation Insurance as evidenced by a Certificate of Insurance from an acceptable insurance company covering contractor's employees for at least the statutorily required limits.

Employer's Liability Insurance with a minimum limit of \$1,000,000 per occurrence, including stop gap insurance.

BUSINESS AUTOMOBILE COVERAGE

The Contractor or subcontractor shall be responsible for maintaining Business Auto Coverage on ISO form CA 00 01 including owned, and non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$5,000,000 per accident, Combined Single Limit. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.

CONTRACTOR'S TOOLS AND EQUIPMENT

The Contractor is responsible for its own construction tools and equipment whether owned, leased, rented, or borrowed for use at the Airport worksite.

SP3-05 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Contractor's Commercial General Liability: \$25,000 per claim

Course of Construction Insurance: \$10,000 per claim

Any changes to the deductibles or self-insured retentions made during the term of the Agreement or during the term of any policy must be approved by the Owner prior to the change taking effect.

SP3-06 ADDITIONAL INSURANCE CRITERIA

Contractor shall furnish the Owner with insurance certificates as evidence that the foregoing insurance is in force prior to commencement of work on the contract, including complete copies of the policies if requested.

Said policies shall be with insurance companies authorized to do business in the State of Nevada with an A. M. Best rating of A- VII or better.

Such policies shall provide that written notice shall be given to Owner thirty (30) days prior to cancellation or material change of any protection which said policies provide.

Said policies, except Worker's Compensation, shall name Owner, its Board, officers, employees, related entities, and representatives as additional insureds. The policies will be primary and any other insurance carried by Contractor and/or Owner shall be excess and not contributing therewith.

In the event Contractor fails to provide Owner with the insurance described, no work shall commence on the contract site. If the coverage required by the Contractor is terminated or reduced for any reason, all work on the contract site shall immediately stop until the all the required coverages are in place.

The extent of coverage or the limits of liability provided under the policies procured by the Contractor and/or subcontractors shall not be construed to be a limitation on the nature or extent of the Contractors' obligations or to relieve the Contractor of any such obligations or representation by the Owner as to the adequacy of the insurance to protect the Contractor against the obligations imposed on it by this or any other contract.

It is the Contractor's responsibility to familiarize itself with the coverages described herein.

Immediate notification must be given to the Owner and/or its agent upon receiving any knowledge or notification of claim or litigation on which the Owner may be named.

SP3-07 COSTS

Costs for providing such insurance as described above shall be incidental to the work.

END OF SECTION SP3

SPECIAL PROVISION NO. 4

PERMITS

SP4-01 ENVIRONMENTAL PERMITS. The Contractor shall be required with the Owner to obtain a Dust Control Permit from Washoe County. The Owner shall provide an NPDES and a dewatering permit for this project based upon information obtained from the Contractor.

The Contractor shall be required to obtain a “Hot Work” permit for any welding or metal cutting operations. The permit shall be coordinated through the Construction Manager.

SP4-02 ENCROACHMENT PERMITS. The Contractor shall be required to obtain Encroachment Permits from the City of Reno as required for ingress/egress, including traffic control/lane closures, onto or within all public roads from airport access gates.

SP4-03 FEES. Fees to obtain permits shall be paid as follow:

- Dust Control -- Contractor
- NPDES – Contractor
- Dewatering - Contractor
- Encroachment– Contractor

SP4-04 COMPLIANCE. It shall be the Contractor’s full responsibility to comply with the conditions of the above permits.

END OF SECTION SP4

SPECIAL PROVISION NO. 5

CONTRACTOR'S QUALITY CONTROL SURVEY PLAN

SP5-01 QUALITY CONTROL. The Contractor shall provide Contractor Quality Control Surveying (CQCS) for all work associated with the project. Horizontal and vertical control monuments are shown on the plan and shall be used for establishing lines and grades. The Contractor shall engage the services of a State of Nevada licensed Professional Land Surveyor to perform the work listed under "Staking" below. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor.

SP5-02 FLAGGING CODE. A color code will be established by the Contractor and submittal for Construction Manager's approval prior to construction, but not later than 30 days from the Notice to Proceed, indicating specific colors for the various kinds of stakes to be set.

SP5-03 STAKING. Contractor is responsible for providing all staking and setting out data sufficient to complete the work under this contract. CQCS shall provide, at the minimum, the following vertical and horizontal reference control stakes in the proximity of the work if required by this project as follows:

A. Runways/Taxiways

- (1) Work areas and haul routes shall be staked every 100 feet o.c. to ± 1.0 foot horizontal.
- (2) Demolition limits shall be staked every 50 feet o.c. and at each change in horizontal alignment to an accuracy of ± 0.10 foot horizontal.
- (3) Cut and fills to subgrade will be staked as follows:
 1. Centerline cut stakes shall be provided every 50 feet o.c. with an accuracy of ± 0.1 foot horizontal and ± 0.05 foot vertical.
 2. Slope stakes with offsets shall be set every 50 feet o.c., both sides, with an accuracy of ± 0.4 feet horizontal and ± 0.1 foot vertical.
- (4) A.C. shoulder subgrade hubs (redheads) shall be set after the Contractor has graded the subgrade to within ± 0.2 foot of true grade and achieved specified compaction. Two A.C. shoulder hubs shall be placed every 50 feet o.c., at angle points and at the P.T.'s and P.C.'s of curves at the middle and outside edge of the shoulder. Accuracy shall be ± 0.1 foot horizontal and ± 0.05 foot vertical.
- (5) A.C. shoulder aggregate base hubs (blue tops) shall be set after the Contractor has graded the aggregate base coarse to within ± 0.2 foot of true grade and achieved substantial compaction. Two A.C. shoulder hubs shall be placed every 50 feet o.c., at angle points and at the P.T.'s and

P.C.'s of curves at the middle and outside edge of the shoulder. Accuracy shall be ± 0.2 foot horizontal and ± 0.02 foot vertical.

- (6) A.C. core hole locations shall be staked at the locations provided by the Owner. Accuracy shall be ± 0.1 foot horizontal.

B. Pipelines

- (1) Pipe lines shall be staked by means of offset stakes every 25 feet o.c. with cuts to flowline. Accuracy shall be ± 0.2 foot horizontal and ± 0.05 vertical. If laser grade control equipment is utilized, these stakes can be eliminated.
- (2) Storm drain manholes, junctions, angle points and other control points shall be staked by means of two offset stakes with cuts to flowline. Accuracy shall be ± 0.2 foot horizontal and ± 0.05 foot vertical.

C. Runway and Taxiway Striping

- (1) Runway and taxiway striping shall be staked by means of painted offset marks set on the finished pavement. The marks shall be set every 25 feet o.c., at the P.T.'s and P.C.'s of each curve and at every 25 feet along the arc of the curve or spiral. Accuracy will be ± 0.02 foot horizontally.

D. Infield Grading

- (1) Infield grading shall be staked a minimum of 100 foot on center by cut/fill stakes placed at each 1 foot contour line. Accuracy shall be ± 1.0 foot horizontal and ± 0.10 vertical.

SP5-04 QUALITY ASSURANCE. The Owner will be conducting Owner quality Assurance Surveys (OQAS) of the Contractor's layout as the work progresses. OQAS will be conducted on all items listed herein. Any discrepancies found by the OQAS will be resolved prior to continuing with the affected item of work.

The Contractor shall make appropriate allowances in his scheduling of the work for Owner Quality Assurance Surveys. The Contractor shall allow a minimum period of 48 hours after providing written notice that CQCS are completed and ready for checking.

Performance of OQAS does not relieve the Contractor of responsibility for construction to the lines and grades shown on the approved construction documents.

END OF SECTION SP5

SPECIAL PROVISION NO. 6

SUBMITTALS AND CERTIFICATIONS

SP6-01 GENERAL. Where required by Contract Documents or indicated herein, the Contractor shall make submittals, furnish shop drawings and furnish material certifications.

SP6-02 SUBMITTALS REQUIRED/SCHEDULE. Section C100-05 outlines the requirements for determining the submittals required and the scheduled date for submission. The Contractor may submit, if acceptable, to the Engineer material certifications in accordance with C100. These certifications should be indicated on the submittal listing.

SP6-03 SUBMITTAL PROCESS. The Engineer will provide a software-based platform for processing construction material submittals. The Contractor will be required to utilize the selected software for the purposes of posting, responding, and processing material submittals. Material submittals will be processed electronically excluding certifications, where in addition to electronic submittal, (4) four copies will be required to be provided to the Construction Manager.

SP6-04 REVIEW. Prior to submission the Contractor shall review each submittal and indicate by stamp his review for conformance. Review by the design engineer is only for conformance with the design concept. Review does not cover dimensions, quantities, accuracy, fit, compatibility or any assembly for which the item under review may be a component. Review action does not authorize deviation from Contract Documents or substitution of materials. Deviation from the Contract Documents may only be addressed by Change Order or Supplemental Agreement.

SP6-05 REVIEW TIME. The design engineer will complete the review within a reasonable period of time depending upon the size, complexity and number of submittals received. Every effort will be made to review submittals within 7 calendar days of receipt by the design engineer, however, the Owner, Construction Manager and/or the Design Engineer will not be responsible for any project impacts should the review period exceed the 7 calendar days.

SP6-06 FORMAT. The required submittals shall be delivered to the Construction Manager as outlined in section SP6-03.

END OF SECTION SP6

SPECIAL PROVISION NO. 7

CERTIFIED PAYROLLS

SP7-01 NOTIFICATION.

- A. Certified payrolls shall be submitted weekly to the Construction Manager on State of Nevada, Office of the Labor Commissioner, Weekly Wage and Hour Report of Public Work Activity Forms or computer generated forms of the same format. All subcontractors shall also utilize the same State of Nevada forms or format for the submission of their payroll information. It shall be the responsibility of the Contractor to obtain and utilize the proper form.

SP7-02 MASTER LIST.

- A. Within 15 days after the effective date of the Notice-To-Proceed, the Contractor and all subcontractors shall submit to the Construction Manager, in a format acceptable to him, a master list of their current and/or proposed payroll amounts for each classification of worker to include:
- Worker Classification
 - Base Rate
 - Vacation
 - Benefits
 - Dues
 - Any Fees - Test

SP7-02 STIPULATION. NRS 338.060 States:

- A. A contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor:
- (1) Not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him: or
 - (2) Not less than \$20 nor more than \$50 for each calendar day or portion thereof for each workman employed on the public work for which the contractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body pursuant to subsection 5 of NRS 338.070.
- B. A contractor who violates the provisions of paragraphs (a) and (b) of subsection 1 for the same workman must forfeit as penalty any amount imposed by paragraph (a) or (b), but not both paragraphs.

C. A contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work is not reported to the public body awarding the contract by the contractor or any of his subcontractors as required by pursuant to subsection 5 of NRS 338.070, up to a maximum fine of:

(1) For the first failure to comply during the term of the contract for the public work, \$1000: and

(2) For the subsequent failure to comply during the term of the contract for the public work, \$5000.

END OF SECTION SP7

SPECIAL PROVISION NO. 8

PROGRESS MEETINGS

SP8-01 WEEKLY PROGRESS MEETINGS. The Construction Manager will conduct Progress Meeting weekly at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. A four week look ahead schedule with the current week shown as week one will be developed by the Contractor prior to the start of the meeting and will be discussed during the planning portion of the agenda. Additionally, discussions will address administrative and technical issues of concern, determining resolutions and development of deadlines for resolution within allowable time frames.

SP8-02 ATTENDEES. As may be required by the Construction Manager, in addition to representatives of the Authority and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SP8-03 AGENDA. The agenda shall include:

- A. Review and correct or approve minutes of the previous Progress meeting prepared by the Construction Manager. The meeting minutes will document issues of significance including submittals, schedules, quality control, safety, problems encountered, and the assignment of responsibilities for future action.
- B. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
- C. Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- D. Review the present and future needs of each entity present, including such item
 - (1) Interface Requirements
 - (2) Time
 - (3) Sequences
 - (4) Deliveries
 - (5) Off-Site Fabrication Problems
 - (6) Access
 - (7) Site Utilization
 - (8) Submittals
 - (9) Requests for Information
 - (10) Non-Compliance Notices
 - (11) Temporary Facilities and Services
 - (12) Hours of Work
 - (13) Resource Allocation

- (14) Hazards and Risks
- (15) Housekeeping
- (16) Quality and Work Standards
- (17) Safety Issues
- (18) Change Orders
- (19) Documentation of Information for Payment Requests

The Construction Manager will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

END OF SECTION SP8

SPECIAL PROVISION NO. 9

RECORD DOCUMENTS

SP9-01 DEFINITION. Record copies are defined to include those documents or copies relating directly to performance of the work, which Contractor is required to prepare or maintain for Owner's records, recording the work as actually performed. In particular, record copies show changes in the work in relation to way in which shown and specified by original contract documents; and show additional information of value to Owner's records, but not indicated by original Contract Documents. Record copies include newly-prepared drawings (if any are specified), marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all.

SP9-02 RECORD DRAWINGS. Contractor shall maintain a set of Record Drawings at the job site. These shall be kept legible and current and shall be available for inspection at all times by the Construction Manager/Engineer. Show all changes or work added on these Record Drawings in a contrasting color.

SP9-03 MARK-UP PROCEDURE. During progress of the work, maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, change order numbers and similar identification. Require each person preparing mark-up to initial and date mark-up and indicate name of firm. Label each sheet "PROJECT RECORD" IN 1-1/2 inch high letters.

In showing changes in the work use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.

SP9-04 DELIVERY. Prior to release of retainage by the Owner, the Contractor shall deliver to the Construction Manager the Contractor's set of marked-up drawings as identified above for the Engineer's use in preparing the project record drawings.

END OF SECTION SP9

SPECIAL PROVISION NO. 10

PHASING, DURATION AND LIQUIDATED DAMAGES

SP10-01 OVERVIEW. The work under this contract for Runway 16R-34L Rehabilitation at Reno-Tahoe International Airport shall be performed in a phased construction schedule in order to minimize impacts on airport operations and to maximize flexibility for the Contactor. The Contractor shall be required to prepare the phasing plan in order to maximize his efficiency, while addressing certain constraints imposed by Airport Operations.

SP10-02 WORK DURATION. The entire project shall consist of a Base Bid and up to eight (8) Bid Alternates as depicted on the Drawings. The Owner will select the Base Bid and possibly one or more of the Bid Alternates based upon the bidding results and the amount of funding available at the time of award. A notice to proceed will be issued upon which the contractor shall commence a non-construction Procurement Phase. A second notice to proceed for construction will be issued once the owner in its sole discretion is satisfied all items necessary to complete the Procurement Phase have been achieved. The total allowable project duration shall be the sum of the base bid and selected bid alternate(s) duration(s) as shown in the table below. The Contractor may work on all awarded Bid Alternates simultaneously provided the work is performed in accordance with the Construction Safety Phasing Plan (CSPP), designated Restricted Work Areas and accepted Project Schedule.

Awarded Project	Duration per Phase/Alternate (Calendar Days)
Procurement Phase	45
Base Bid	100
Bid Alternate #1	35
Bid Alternate #2	75
Bid Alternate #3	75
Bid Alternate #4	20
Bid Alternate #5	20
Bid Alternate #6	20
Bid Alternate #7	15
Bid Alternate #8	15

The Procurement Phase includes submission and acceptance of all contract materials and procuring construction materials necessary for project startup. Submission items include but are not limited to the Safety Plan Compliance Document (SPCD), P-501 Portland Cement Concrete pavement, P610 Portland Cement Concrete and P-201S asphalt treated permeable base course.

Calendar days will accrue immediately upon NTP. A separate notice to proceed will be issued once Procurements Phase items are complete and accepted at Owner's sole discretion. The project duration will not be extended to accommodate submittals that are rejected or that require re-submission.

A winter shutdown period may be executed at the owner's discretion should construction activities extend into winter months and the work cannot be completed per the project specifications. Should a winter shutdown be necessary, the shutdown period will begin at a mutually acceptable period. Construction duration days will be suspended during a winter shutdown such that the project area is returned to the owner and can be utilized by the owner without restriction. Contractor should note that the project area will be

required to meet all FAA criteria to be deemed acceptable for use by the Owner. The Contractor will not be permitted onsite during a winter shutdown period.

The Contractor will be allowed access to the staging yards located outside the airport operations area (AOA) during the Procurement Phase. The Contractor will not be allowed access to the airport operations area (AOA) during the Procurement Phase, which includes the staging area along Mill Street.

General

It is the intent that the contractor completes all reconstruction work upon NTP on Runway 16R-34L. Prior to opening Runway 16R-34L, all signing and striping shall be completed to convert the runway to Runway 17R-35L. Runway 7-25 will be shut down during a portion of the Runway 16R-34L construction. Once shut down, all signing and striping changes on Runway 7-25 shall be completed to convert the runway to Runway 8-26. Upon opening Runway 17R-35L to airport operations, the Contractor shall perform signing and striping on Runway 16L-34R to convert it to Runway 17L-35R.

No runway shall be opened under a revised designation until September 10, 2020 or later. There shall be no case where a parallel runway is opened under a different designation during the entire length of construction (e.g. Runway 16L-34R opened while Runway 17R-34L is also open). There shall be no case where Runway 16R-34L and 16L-34R will be permitted to be closed simultaneously.

Construction Timing Limitations

While the amount of work and type of work will change based upon which Bid Alternates are selected, the Contractor must perform all work on an active airfield. In order to maintain a safe and operational airfield, certain time constraints are required to be maintained. These time constraints are as follows:

To facilitate the possibility of an emergency opening, the contractor shall maintain the Runway 7-25 surface and the runway safety area in a ready to open condition at all times as required by FAA AC 150-5370-2F unless specifically allowed for closure. This condition shall include, at a minimum, immediate and continuous foreign object debris (FOD) removal on Runway 7-25 at all times. **Runway 7-25 shall be deemed unavailable for emergency purposes when, upon direction by Airport Operations, it cannot be opened for use within fifteen (15) minutes.** The Contractor is also cautioned that Runway 7-25 shall be opened whenever active work is not taking place within the runway safety area.

Work within Runway 7-25 Runway Safety Area that is not allowed under intermittent closures shall be performed under a **single thirty (30) calendar day** continuous closure. A separate notice to proceed shall be issued before this work is commenced. The work performed under the continuous closure shall include dig out and off haul of existing pavement and asphalt treated permeable base, subgrade preparation, underground electrical work, placement of new PCC pavement and necessary cleanup to return the Runway 7/25 surface and runway safety area to a ready to open condition. The continuous closure will be deemed complete only after Airport Operations has inspected the Runway 7-25 surface and runway safety area found them in a ready to open condition as required by FAA AC 150-5370-2F.

SP 10-03 WORK AREAS.

Reconstruction Phase (Refer to Phasing Plans for depictions of work areas)

The Reconstruction Phase of work consists of all work on Runway 16R-34L with the exception of signing and striping modifications.

Runway 16R-34L

Restricted Work Area 16R-A (Reference Drawing PH1.2). The Contractor will be allowed to perform items of work within Restricted Work Area 16R-A anytime within the Reconstruction Phase provided Restricted Work Area 16R-D is open and operational. The Contractor must complete all work within Restricted Work Area 16R-A within 45 days.

Restricted Work Area 16R-D (Reference Drawing PH1.3). The Contractor will be allowed to perform items of work within Restricted Work Area 16R-D anytime within the Reconstruction Phase provided Restricted Work Area 16R-A is open and operational. The Contractor must complete all work within Restricted Work Area 16R-D within 45 days.

Restricted Work Area 16R-L (Reference Drawing PH1.4). The Contractor must complete all work within Restricted Work Area 16R-L as shown on drawing PH1.4 within 30 days between the dates of August 10, 2020 and September 10, 2020. Restricted Work Area 16R-P must remain open and operational throughout any closure within Restricted Work area 16R-L.

Restricted Work Area 16R-N (Reference Drawing PH1.5). The Contractor will be allowed to perform items of work within Restricted Work Area 16R-N anytime within the Reconstruction Phase provided Restricted Work Area 16R-L and 16R-P are open and operational.

Restricted Work Area 16R-P (Reference Drawing PH1.6). The Contractor will be allowed to perform items of work within Restricted Work Area 16R-P anytime within the Reconstruction Phase provided Restricted Work Area 16R-L and 16R-N are open and operational. The Contractor must complete all work within Restricted Work Area 16R-P within 45 days.

Runway 16R-34L Flight Check – The Contractor must complete all work within the Runway 16R-34L safety area by September 1, 2020 to allow for flight check on the MALSR, PAPI, and Glideslope at both the 16 and 34 ends, the Owner will arrange flight check with the FAA and the FAA will conduct all flight checks. The Contractor will be asked to suspend all work within the project during flight check anticipated to occur between September 1, 2020 and September 10, 2020.

Signing and Striping Phase (Refer to Phasing Plans for depictions of work areas)

The Signing and Striping Phase of work consists of all signing and striping work on the airfield. No other types of work are allowed during this phase.

Runway 16R-34L - All signing and striping changes shall be completed during the course of the 16R Reconstruction Phase prior to runway opening. Runway may not be opened with revised designations sooner than September 10, 2020. All striping within Restricted Work Areas 16R-A, 16R-D, and 16R- P must be completed within a 7-day period, for each work area. Contractor shall note, closure restrictions identified above and within the drawings for each work area will apply during the signage and striping phase of work.

Runway 7-25 - All signing and striping changes shall be completed during the course of the 16R Reconstruction Phase prior to Runway 7-25 opening. Runway may not be opened with revised designations sooner than September 10, 2020. Once signing and striping work on Runway 7-25 has begun, the work shall progress expeditiously to completion. In no case shall Runway 7-25 be closed for longer than 30 Calendar days at any point during the contract.

Restricted Work Area 25-A (Reference Drawing PH3.2). The Contractor must complete all work within Restricted Work Area 25-A within 5 days between the dates of August 10, 2020 and September 10, 2020 provided Restricted Work Area 25-B is open and operational

Restricted Work Area 25-B (Reference Drawing PH3.3). The Contractor must complete all work within Restricted Work Area 25-B within 5 days between the dates of August 10, 2020 and September 10, 2020 provided Restricted Work Area 25-A is open and operational.

Restricted Work Area 25-C (Reference Drawing PH3.4). The Contractor must complete all work within Restricted Work Area 25-C within 5 days between the dates of August 10, 2020 and September 10, 2020 provided Restricted Work Area 16L-L are open and operational.

Restricted Work Area 16L-L (Reference Drawing PH2.5). The Contractor must complete all work within Restricted Work Area 16L-L as part of the 16L-34R restriping phase (see below).

Runway 16L-34R – Signing and striping for this runway may be performed once Runway 16R-34L is opened under its revised designation. Runway may not be opened with revised designations sooner than September 20, 2020. Once signing and striping work on Runway 16L-34R has begun, the work shall progress expeditiously to completion. In no case shall Runway 16L-34R be closed for longer than 30 Calendar days at any point during the contract.

Restricted Work Area 16L-A (Reference Drawing PH2.2). The Contractor will be allowed to perform items of work within Restricted Work Area 16R-A anytime within the 16L-34R Phase provided Restricted Work Area 16R-D is open and operational.

Restricted Work Area 16L-D (Reference Drawing PH2.3). The Contractor will be allowed to perform items of work within Restricted Work Area 16R-D anytime within the 16L-34R Phase provided Restricted Work Area 16R-A is open and operational.

Restricted Work Area 16L-L (Reference Drawing PH2.5). The Contractor must complete all work within Restricted Work Area 16L-L within 5 days provided Restricted Work Area 16L-J, 16L-P, and 25-C are open and operational.

Restricted Work Area 16L-P (Reference Drawing PH2.6). The Contractor will be allowed to perform items of work within Restricted Work Area 16R-P anytime within the 16L-34R Phase provided Restricted Work Area 16R-L is open and operational.

SP10-03 PHASING PLAN. Prior to beginning any operations on site, the Contractor shall prepare a detailed written and graphic construction progress plan indicating how he intends to perform the work addressing the constraints listed. Such plan must address work areas, haul routes, staging areas, flagged crossings and schedule at a minimum. Costs for these items shall be reflected in the bid price for P-102-1 Airport Safety and Security.

This plan must be approved by the Owner and Construction Manager prior to the Contractor beginning any work.

SP10-04 STAGING AREAS. The Contractor is to use onsite staging areas as shown on the Project Drawings.

SP10-05 LIQUIDATED DAMAGES. The Contractor agrees that he/she and his/her Surety shall be liable for and pay to the Owner the dollar amounts as fixed below, agreed as liquidated damages per each calendar day, Sundays and holidays included, that the Work remains incomplete or area unopened, not as penalty but as a liquidation of a reasonable portion of damages that will be incurred by the Owner by the failure of the Contractor to meet his/her obligation by the time or date stipulated. For failure to have the following areas open during the periods specified or for failure to complete and open areas in durations specified hereinbefore:

AREA	LIQUIDATED DAMAGES
Overall Construction Timeframe	\$5,000 per calendar day for each day that project remains incomplete or unusable to Owner beyond the specified duration.
FAA Cables	\$500 per hour for each hour that the cables remain inoperable. The contractor will be responsible for the cost to replace these cables in addition to liquidated damages. No Get Well Provision shall offset any Liquidated Damages assessed under this item.
Restricted Dates	\$5,000 per calendar day for each day that restricted work areas or closures remains incomplete or unusable to Owner beyond the specified duration.

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

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

END OF SECTION SP10

SPECIAL PROVISION NO. 11

SAFETY AND SECURITY

SP 11-01 GENERAL Airport Safety is an extremely important element of managing and operating today's airport. Specific rules, regulations, advisory circulars and guidelines are placed upon the airport owner/operator to improve safety on airports and to protect its users, tenants and neighbors.

In the interest of safety, the Contractor is directed to acquaint his employees with the provisions of the following Federal Aviation Administration Advisory Circulars:

150/5370-2G "Operational Safety on Airports During Construction"

150/5200-18C "Airport Safety Self-Inspection"

SP 11-01 CONSTRUCTION SAFETY AND PHASING PLAN A Construction Safety and Phasing Plan (CSPP) has been prepared for this project and is included as Volume III in the Bid Documents. The requirements contained within the CSPP shall hereby be considered a part of the Contract Documents and this Provision.

SP 11-03 SAFETY PLAN COMPLIANCE DOCUMENT The Contractor shall be required to submit a Safety Plan Compliance Document (SPCD) and have it approved prior to beginning construction activities.

The Contractor shall at all times adhere to the requirements in the SPCD. Failure to do so will result in immediate suspension of work until corrections have been made to the satisfaction of Airport Operations and the Construction Manager. Suspension of work under this subsection shall not be grounds for extension of contract time or change in basis of payment for contract items.

An excerpt from AC 150/5370-2G is included herein below. This shall be used by the Contractor as guidance in developing the SPCD.

SP 11-04 EXCERPT AC 150/5370-2G Chapter 2, Section 204b.

b. The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

(1) Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.

(2) Phasing. Discuss proposed construction schedule elements, including:

(a) Duration of each phase.

(b) Daily start and finish of construction, including "night only" construction.

- (c) Duration of construction activities during:
 - (i) Normal runway operations.
 - (ii) Closed runway operations.
 - (iii) Modified runway “Aircraft Reference Code” usage.
- (3) Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
- (4) Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.
- (5) Contractor access.** Provide the following:
 - (a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - (b) Listing of individuals requiring driver training (for certificated airports and as requested).
 - (c) Radio communications.
 - (i) Types of radios and backup capabilities.
 - (ii) Who will be monitoring radios.
 - (iii) Whom to contact if the ATCT cannot reach the contractor’s designated person by radio.
 - (d) Details on how the contractor will escort material delivery vehicles.
- (6) Wildlife management.** Discuss the following:
 - (a) Methods and procedures to prevent wildlife attraction.
 - (b) Wildlife reporting procedures.
- (7) Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.
- (8) Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.
- (9) Notification of construction activities.** Provide the following:
 - (a) Contractor points of contact.
 - (b) Contractor emergency contact.
 - (c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - (d) Batch plant details, including 7460-1 submittal.
- (10) Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
- (11) Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.
- (12) Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- (13) Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.

- (14) **Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
- (a) Equipment and methods for covering signage and airfield lights.
 - (b) Equipment and methods for temporary closure markings (paint, fabric, other).
 - (c) Types of temporary Visual Guidance Slope Indicators (VGSI).
- (15) **Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.
- (16) **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
- (17) **Protection of runway and taxiway safety areas.** including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
- (a) Equipment and methods for maintaining Taxiway Safety Area standards.
 - (b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- (18) **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

SP 11-04 MEASUREMENT AND PAYMENT.

No direct measurement or payment for this item will be made. This work is considered incidental to bid item P-102-1.

END OF SECTION SP11

SPECIAL PROVISION NO. 12

PROTECTION OF AIRPORT, CABLES, CONTROLS, NAVAIDS AND WEATHER BUREAU FACILITIES

SP12-01 DESCRIPTION. The Contractor is hereby informed that there are installed on the Airport FAA NAVAIDS including without limitation, ASR, UHF and VHF receivers and transmitters; U.S. Weather Bureau facilities; airfield lighting systems; electric cables and controls relating to such NAVAIDS and facilities. Such NAVAIDS, weather bureau and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time.

Approval is subject to withdrawal at any time because of change in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Construction Manager acting under the orders and instructions of the airport management and the designated FAA representative. Any instructions to the Contractor to clear any given area, at any time, by the Construction Manager, the Airport Management or the FAA control tower (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the Construction Manager.

Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the local FAA Airway Facilities Sector personnel or the Construction Manager for the information of the Contractor, before any work in their general vicinity is started. Thereafter, through the entire time of this construction, the Contractor shall not allow any construction equipment to cross these cables without first protecting the cable with steel boiler plate, or similar structural devices, for three (3') feet each side of the marked cable route. All excavation within three (3') feet of existing cables shall be accomplished by hand digging only.

This Special Provision intends to make perfectly clear the need for protection of FAA NAVAIDS, Weather Bureau and other facilities, and cables by this contractor at all times.

The Contractor shall immediately repair, at his own expense, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Construction Manager must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this contractor.

Should the repair require splicing, it shall be spliced at the discretion of the local FAA Airway Facilities Sector Manager as to who shall perform the work. Where the FAA performs the work, it shall be at the Contractor's expense. No work shall be back filled or covered prior to approval by the Airway Facilities Sector Manager.

END OF SECTION SP12

SPECIAL PROVISION NO. 13

TEMPORARY UTILITIES

SP13-01 DESCRIPTION. The Contractor shall determine all costs in connection with providing temporary services. Such costs shall be incidental to the project and included in the bid.

Immediately after the Award of Contract, the Contractor shall consult and reach agreement with the authorized representatives of each utility company as to details of service installation.

SP13-02 TEMPORARY ELECTRICAL SERVICE. The Contractor shall pay all costs for permanent and temporary power connections, all meter deposits and the costs of permanent and temporary electrical energy sufficient to provide all power needs throughout the construction period.

The Contractor is responsible for providing and maintaining temporary wiring systems for power for the use of all trades throughout the construction period.

SP13-03 TEMPORARY SITE LIGHTING. When the Contractor contemplates or is required to be working between dusk and dawn, he shall provide flood lighting of five (5) foot candles at the work area, unless otherwise provided for in these specifications. Such lighting shall not adversely affect visibility from the Air Traffic Control Tower or from operating aircraft.

SP13-04 TELEPHONE. The Contractor shall maintain telephone service as may be required for his personnel.

SP13-05 TEMPORARY SANITARY SERVICES. At a minimum the Contractor shall provide serviced chemical toilets.

SP13-06 TEMPORARY WATER. The Contractor shall be responsible for all water used in the construction and all temporary and permanent connections.

- A. **Potable Water.** If required, connection to the water main will be provided by the Contractor. Water usage shall be paid for by the Contractor. The Contractor shall provide all temporary lines running from the service. Temporary connections and lines shall be removed at the end of construction. The Contractor is discouraged from using potable water drawn from the utility system for any use other than domestic purposes.
- B. **Construction Water at Reno-Tahoe International.** The Airport Authority has not made any arrangements for the contractor to obtain construction water for this project. All permits or other fees associated with such water are the contractor's responsibilities

END OF SECTION SP13