Augusta GEORGIA

Procurement Department

Andy Penick, CPSM, GCPM, GCPA, MBA
Procurement Director

CERTIFIED MAILED/EMAILED

TO: **All Vendors**
Tywanna Scott, Procurement Assurance Analyst
Herbert Judon, Executive Director

FROM: **Andy Penick, Procurement Director**

DATE: **March 10, 2026**

SUBJ: **Clarifications tot the Specifications and Response to Vendor's Questions**

ITB ITEM: **ITB Item #26-144 NW Development Roadway & Utility Project for Augusta, GA Augusta Regional Airport**

ITB OPENING DATE: Wednesday, March 18, 2026 @ 3:00 p.m.

ADDENDUM NO. 1

This Addendum shall form a part of the referenced ITB Item #26-144 NW Development Roadway & Utility Project and any agreement entered into in connection therewith equally as if bound into the original document. Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.

Clarifications to the Specifications:

When you are instructed to **ADD, DELETE**, or **MAKE CHANGES** to **a BID ITEM PAGE OR PAGES,** these additions, deletions, or changes **MUST** be made on the bid item pages you submit with your bidding proposal, whether handwritten or computer generated.

Changes to other pages:

When you are instructed to **DELETE** something which is **NOT** on a Bid Item Page, you may line through the text diagonally and/or print or write the word **"DELETE"** on the text being deleted. Physically removing the page(s) is not necessary.

When you are instructed to **ADD A NON-BID ITEM PAGE(S), OR PORTIONS THEREOF,** you **MUST CONSIDER** it/them in developing your bid, but the physical insertion of the new page(s) into the proposal is not necessary.

Project Manual Changes/Clarifications:

1. **Pages TOC-1 through TOC-2:** Updated to include Federal & Supplemental provisions. **Delete** pages TOC-1 through TOC-2 and **replace** with pages TOC-1 through TOC-3 included in this Addendum No. 1
2. **Pages BF-4 through BF-13**: Updated quantities and line items. **Delete** pages BF-4 through BF-13 and **replace** with pages BF-4 through BF-13 included within this Addendum No. 1.
3. **Page CF-10:** Revised retainage limits per Georgia State law. **Delete** pages CF-10 and **replace** with pages CF-10 included within this Addendum No. 1.
4. **Pages FP-1 through FP-19**: Federal Provisions added to Project Manual per federal funding requirements. **Add** pages FP-1 through FP-19 **after** page CF-26 included within this Addendum No. 1.
5. **Page GP-47**: As-Built / Final project survey requirements clarified. **Delete** pages GP-47 and **replace** with pages GP-47 included within this Addendum No. 1.
6. **Pages SP-1 through SP-19**: Supplemental Provisions added to Project Manual. **Add** pages SP-1 through SP-19 **after** page GP-47 included within this Addendum No. 1.
7. **Pages C-105-1 through C-105-3:** FAA Mobilization C-105 Specification added to Project Manual. **Delete** pages GDOT 151-1 through GDOT 151-2 and **replace** with pages C-105-1 through C-105-3 included within this Addendum No. 1.
8. **Pages GDOT 163-1 through GDOT 163-2:** Updated line items. **Delete** pages GDOT 163-1 through GDOT 163-2 and **replace** with pages GDOT 163-1 through GDOT 163-2 included within this Addendum No. 1.
9. **Pages GDOT 167-1 through GDOT 167-2:** GDOT 167 Specification added to Project Manual. **Add** pages GDOT 167-1 through GDOT 167-2 **after** page GDOT 163-2 included within this Addendum No. 1.
10. **Pages GDOT 610-1 through GDOT 610-2:** GDOT 610 Specification added to Project Manual. **Add** pages GDOT 610-1 through GDOT 610-2 **after** pages GDOT 603-2 included within this Addendum No. 1.

Construction Drawing changes:

1. **Sheets G-001:** Updated Sheet List. **Delete** sheets **G-001** and **replace** with pages **G-001** attached to this Addendum No. 1.
2. **Sheets G-021:** Project geometry limits updated. **Delete** sheets **G-021** and **replace** with pages **G-021** attached to this Addendum No. 1.
3. **Sheets G-061:** Updated summary of quantities. **Delete** sheets **G-061** and **replace** with pages **G-061** attached to this Addendum No. 1.
4. **Sheets G-081:** Revised staging area location. **Delete** sheets **G-081** and **replace** with pages **G-081** attached to this Addendum No. 1.
5. **Sheets G-084:** Revised staging area location. **Delete** sheets **G-084** and **replace** with pages **G-084** attached to this Addendum No. 1.
6. **Sheets C-026:** Revised geometry – Widened west bound curve lane. **Delete** sheets **C-**

026 and **replace** with pages **C-026** attached to this Addendum No. 1.

7. **Sheets C-031:** Revised geometry – Widened west bound curve lane. **Delete** sheets **C-031**and **replace** with pages **C-031** attached to this Addendum No. 1.
8. **Sheets C-034:** Revised geometry – Widened west bound curve lane. **Delete** sheets **C-034** and **replace** with pages **C-034** attached to this Addendum No. 1.
9. **Sheets C-036:** Height shown for silt fence. **Delete** sheets **C-036** and **replace** with pages **C-036** attached to this Addendum No. 1.
10. **Sheets C-041:** Revised geometry – Widened west bound curve lane. **Delete** sheets **C-041** and **replace** with pages **C-041** attached to this Addendum No. 1.
11. **Sheets C-081:** Revised geometry – Widened west bound curve lane. **Delete** sheets **C-081** and **replace** with pages **C-081** attached to this Addendum No. 1.
12. **Sheets C-101:** Revised geometry – Widened west bound curve lane. **Delete** sheets **C-101** and **replace** with pages **C-101** attached to this Addendum No. 1.
13. **Sheets C-201:** Revised geometry – Widened west bound curve lane. **Delete** sheets **C-201** and **replace** with pages **C-201** attached to this Addendum No. 1.
14. **Sheets C-400:** Revised notes. **Delete** sheets C-400 and **replace** with pages **C-400** attached to this Addendum No. 1.
15. **Sheets C-401:** Revised notes and sanitary sewer line limits/layout. **Delete** sheets **C-401** and **replace** with pages **C-401** attached to this Addendum No. 1.
16. **Sheets C-402:** Revised callouts. **Delete** sheets **C-402** and **replace** with pages **C-402** attached to this Addendum No. 1.
17. **Sheets C-403:** Revised callouts. **Delete** sheets **C-403** and **replace** with pages **C-403** attached to this Addendum No. 1.
18. **Sheets C-404:** Revised callouts. **Delete** sheets **C-404** and **replace** with pages **C-404** attached to this Addendum No. 1.
19. **Sheets C-413:** Revised sheet. **Delete** sheets **C-413** and **replace** with pages **C-413** attached to this Addendum No. 1.
20. **Sheets C-414:** Revised sheet. **Delete** sheets **C-414** and **replace** with pages **C-414** attached to this Addendum No. 1.
21. **Sheets C-421:** Revised callouts. **Delete** sheets **C-421** and **replace** with pages **C-421** attached to this Addendum No. 1.
22. **Sheets C-432:** Revised detail. **Delete** sheets **C-432** and **replace** with pages **C-432** attached to this Addendum No. 1.
23. **Sheets C-441:** Revised sheet. **Delete** sheet **C-401 Drainage Profiles** and **replace** with page **C-441** attached to this Addendum No. 1.
24. **Sheets C-451:** Revised sheet number. **Delete** sheets **C-402 Drainage Details** and **replace** with **C-451** attached to this Addendum No. 1.
25. **Sheets C-452:** Sheet 1 of the 1030D detail provided. **Delete** sheets **C-403 Drainage Details** and **replace** with pages **C-452** attached to Addendum No. 1.

26. **Sheets C-453:** Sheet 2 of the 1030D detail provided. **Add** sheet **C-453 after** sheet C-452 attached to this Addendum No. 1.
27. **Sheets C-651:** Revised geometry – Widened west curve lane. **Delete** sheets **C-651** and **replace** with pages **C-651** attached to this Addendum No. 1.
28. **Sheets C-901:** Revised geometry – Widened west curve lane. **Delete** sheets **C-901** and **replace** with pages **C-901** attached to this Addendum No. 1.
29. **Sheets E-201:** Revised geometry & Call outs. **Delete** sheets **E-201** and **replace** with pages **E-201** attached to this Addendum No. 1.
30. **Sheets E-202:** Revised Call outs. **Delete** sheets **E-202** and **replace** with pages **E-202** attached to this Addendum No. 1.

Responses to Vendor's Questions:

1. Question: Will "knock out" precast drainage structures be allowed?
   Response: Yes, as long as submitted structure meets local and state requirements/specifications and the inverts/pipe locations are per the plans.
2. Question: Will videoing and/or laser profiling of the storm drain be required?
   Response: The proposed storm drain shall be surveyed in accordance with the plans and specifications upon installation. Surveyed elements shall include structure rim elevation along with invert elevations. This data shall be provided to the Engineer to confirm concurrence with design. In the event that the system is not constructed per the IFC plans and specs, additional surveying and profiling may be required.
3. Question: On the bid schedule, Line No 9, "Water Quality Inspections", you reference GDOT specifications, which these inspections are typically paid per "month" not "EA" as in the bid schedule. Please clarify.
   Response: See BF-4 and GDOT 167 included in this Addendum for revision.
4. Question: On the bid schedule, Line Nos 20 and 21, "Highway Signs" according to the referenced GDOT specification, are generally paid by the SF not per "EA", with the posts being a separate line item paid by the "LF". Please clarify.
   Response: Please refer to sheet BF-5 – BF-6 included in this Addendum for revision.
5. Question: In the contract documents, part 4.2.2 and part 4.4.1, it addresses the retainage withheld on the project to be 10%. New Georgia law passed states that all municipal projects must have retainage withheld at only 5%. Please clarify.
   Response: Please refer to sheet CF-10 included in this Addendum for revision.
6. Question: The project plan references sheets C441, C451, and C452. These sheets do not seem to be present in the current bid documents. Please clarify.
   Response: Sheet C-401 Drainage Profiles shall be replaced with C-411 Drainage Profiles. Sheet C-402 Drainage Details shall be replaced with C-451 Drainage Details. Sheet C-403 Drainage Details shall be replaced with C-452 Drainage Details. Please refer to revised sheets included within this Addendum.

7. Question: On the sanitary sewer profiles shown on sheets C-401 and C-402, the "Top" and "8" INV S" elevations shown for the wet well on both profiles are different. Please clarify which profile elevations are correct.
   Response: Please refer to Sheets C-401 and C-402 included in this Addendum for revision.

8. Question: Will the airport provide a place to dispose of any excess soil that is encountered in the grading operation?
   Response: No, all excess materials shall be removed off site.

9. Question: Due to the water tap that has to occur in the middle of the southbound lanes of Doug Barnard Parkway and the concrete divided median, can the contractor detour the southbound traffic utilizing Dixon Airline Road, Mike Padgett highway and Tobacco Road?
   Response: Any proposed detour and/or traffic plan must be submitted to the City of Augusta Traffic Engineering Department for review and approval. Pending their review and acceptance, the contractor may proceed with the traffic plan as presented.

10. Question: The detail found on sheet E-602 for the tier 15 handhole gives no dimensions. What shall these be for the handholes with the spare 1w-4'' pvc conduit run?
    Response: Proposed handhole shall be Tier 15 Quazite Box approx. 12.5"x17.75"x11" or approved equal. Submittal shall be required prior to official approval.

11. Question: On the detail found on Sheet E-602 for the typical 25' pole concrete foundation
    detail. The 1'' pvc coming through the concrete pole foundation indicates running to a handhole that is not clearly marked on the drawings. Can you clarify that at each pole light, a handhole is to be placed and if so the dimension for the handhole?
    Response: Please refer to Sheet E-201 and E-202 included in this Addendum for revision. Each light pole shall have a corresponding handhole along the proposed parallel conduit alignment. Final location of handhole shall be confirmed with resident project representative and/or owner prior to installation.

12. Question: On drawings C-401/C-402, it shows a new wet well w/ duplex pump. Will the electrical for these wet well pumps be included in this contract? There are no Electrical drawings showing the proposed power for said location.
    Response: Georgia Power shall be responsible for providing power to the lift station and associated control panel. The contractor is to include the electrical components in their scope of work for the lift station (and control panel) only. The station voltage shall be 240V/3-phase. The electrical data and control panel information provided by the pump manufacturer is listed below:

    Electrical Data:
    - .Power input P1 - 3.62 HP
    - Rated power - P2 - 3 HP
    - Main frequency - 60 Hz
    - Rated voltage - 3 x 230/460V V

- Voltage tolerance - +10/-10 %
- Max starts per hour - 20
- Rated current - 8.95/5 A
- Starting current - 40 A
- Cos phi - power factor - 0.8
- Cos phi - p.f. at 3/4 load - 0.75
- Cos phi - p.f. at 1/2 load - 0.65
- Rated speed - 1750 rpm
- Motor efficiency at full load - 86.3%
- Motor efficiency at 3/4 load - 86.6%
- Motor efficiency at 1/2 load - 85.5%
- Number of poles - 4
- Start. Method - SD
- Enclosure class (IEC 34-5) - IP68
- Insulation class (IEC 85) – H
- Explosion proof - yes
- Ex-protection standard - THERMAL SWITCH
- Power cable type - SEOOW 600V
- Length of power cable - 49.2 ft
- Power plug - C/D

Control panel to include:

- Enclosure, NEMA 4X, 60x36x16, single door, wall mount, back panel, dead front
- Molded case main breaker with multi-lugs
- Dual voltage phase monitor, 200V-525V/3-phase
- Surge Suppressor, 208V-230V/3-phase
- Enclosure light, 120V with door switch
- (2) 3-ph, 18A, NEMA Starter with Circuit Breaker + SS OL
- SPD 3P circuit breaker
- Duplex receptacle on dead front with 20A breaker
- (1) 50-Watt Panel Strip heater + Thermostat
- Control Power Transformer, 24V, 50VA, pri + sec fuses
- Grundfos CU362 controller + (1) IO351B module
- Auxiliary contacts for monitoring of HOA switch status
- LPC420 probe to analog converter, power supply
- CIM280 card, antenna, 1-year subscription, battery backup
- Grundfos Seal-Fail relays and bases
- RUN light, HOA switch, elapsed time meter (per pump)
- 30mm PTT Pump Fail pilot light
- 30mm Power On pilot light
- Alarm Test pushbutton
- Pump Fail pushbutton
- Alarm dome light, horn, and silence pushbutton
- Intrinsically safe barrier for 10-sensor probe input
- Intrinsically safe relay for float input with base
- Dry Contacts for SCADA
- APC Smart UPS /120V
- Receptacle for APC UPS

13. Question: Can the asphalt paving specification be changed to GDOT Specification 402 to allow RAP?
Response: No, this request will not be considered at this time. Owner may review and consider after contract is awarded during pre-construction phase.

14. Question: What is the Maximum percentage that Mobilization can be bid at?
Response: Maximum percentage of Mobilization is Ten percent (10%) of overall construction. Please refer to specification C-105 included in this Addendum for revision.

15. Question: Water Quality Inspections should be bid by the MO, not by the EA. Please revise.
Response: Please refer to BF-4 included in this Addendum for revision.

16. Question: How is the demolition of the 4 EA light poles going to be paid?
Response: Please refer to BF-6 included in this Addendum for revision.

17. Question: Please provide a detail of the pavement patch for the waterline tap under Doug Barnard Pkwy.
Response: Pavement patch shall match existing pavement section.

18. Question: How much cost should I carry for employee training for gate guard/general site access? Any fees for badging?
Response: There is no cost associated directly with training. Cost to obtain AOA badge and background check is $100 per person.

19. Question: How long does training generally take?
Response: Background check and fingerprinting take a week or less. Training class is one day.

Please acknowledge addendum in your submittal

END ADDENDUM

ATTACHMENTS:

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CONTRACT FORM(CF 10)	**(1 PAGE)**
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Appendix A: Geotechnical Report December 18, 2023

BID SCHEDULE – BASE BID

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport NW Development Roadway & Utility

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
8	GDOT 163-0527	Construct and Remove Stone Check Dams Except Fabric Dams	5	EA		
	Written Unit Price					
9	GDOT 163-1500	Water Quality Inspections	3	MO		
	Written Unit Price					
10	GDOT 163-1000	Water Quality Monitoring and Sampling	6	EA		
	Written Unit Price					
11	GDOT 171-0010	Construct, Maintain, and Remove Temporary Silt Fence, Type A	1627	LF		
	Written Unit Price					
12	GDOT 171-0030	Construct, Maintain, and Remove Temporary Silt Fence, Type C	1102	LF		
	Written Unit Price					
13	GDOT 210-0100	Grading Complete	1	LS		
	Written Unit Price					
14	GDOT 310-5080	Graded Aggregate Base	1195	CY		
	Written Unit Price					

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Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
15	GDOT 400-3101	Hot Mix Asphaltic Concrete Construction, 12.5 mm Superpave	1127	TON		
	Written Unit Price					
16	GDOT 413-1000	Bituminous Tack Coat	250	GAL		
	Written Unit Price					
17	GDOT 441-0600	18" Concrete Headwall	3	EA		
	Written Unit Price					
18	GDOT 550-5180	Storm Drain Pipe 18" RCP, Class III	160	EA		
	Written Unit Price					
19	GDOT 603-2182	Rip Rap Class III, 18" Depth	10	SY		
	Written Unit Price					
20	GDOT 610-6605	Removal of Miscellaneous Roadway Items	4	EA		
	Written Unit Price					
21	GDOT 636-1022	Highway Sign R1-1 30"x30" Type IX, Complete	7	SF		
	Written Unit Price					

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Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
22	GDOT 636-1030	Highway Sign R2-1 24"x30" Type IX, Complete	5.5	SF		
	Written Unit Price					
23	GDOT 636-2070	Galvanized Steel Post, TP 7	45	LF		
	Written Unit Price					
24	F-162.1	Demolish Perimeter Fence and Mowstrip	3090	LF		
	Written Unit Price					
25	F-162.2	Install New Airfield Perimeter Fence and Mow Strip	567	LF		
	Written Unit Price					
26	GDOT 610-6605	Removal of Miscellaneous Roadway Items	4	EA		
	Written Unit Price					
27	GDOT 652-2401	Solid Traffic Stripe 4" White	2997	LF		
	Written Unit Price					
28	GDOT 652-5701	Solid Traffic Stripe 24" White	2	EA		
	Written Unit Price					

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Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
29	GDOT 680-3600	25' Single Light Pole Installation, Complete	6	EA		
	Written Unit Price					
30	GDOT 680-3600	25' Double Light Pole Installation, Complete	5	EA		
	Written Unit Price					
31	GDOT 682a	Cable, 3 No. 10	1494	LF		
	Written Unit Price					
32	GDOT 682b	Conduit, 1W-1" PVC	1494	LF		
	Written Unit Price					
33	GDOT 682c	Conduit, 1W- 4" PVC	3444	LF		
	Written Unit Price					
34	GDOT 682-2130	Handhole Installation, Complete	22	EA		
	Written Unit Price					
35	GDOT 682-9950	Directional Bore 2W- 4" PVC	124	LF		
	Written Unit Price					

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Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
36	GDOT 700-6910	Permanent Grassing	3	AC		
	Written Unit Price					
37	GDOT 700-9300	Sod	1700	SY		
	Written Unit Price					
38	WD-001	8" RJ DI Pipe (PC 350)	60	LF		
	Written Unit Price					
39	WD-002	12" RJ DI Pipe (PC 350)	2240	LF		
	Written Unit Price					
40	WD-003	Jack and Bore 24" Steel Casing Pipe (0.375" WT) w/ 12" RJ DIP Carrier Pipe	180	LF		
	Written Unit Price					
41	WD-004	16"x12" Tapping Sleeve and Valve	1	EA		
	Written Unit Price					
42	WD-005	8"x8" Tapping Sleeve and Valve	1	EA		
	Written Unit Price					

BID SCHEDULE – BASE BID

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Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
43	WD-006	12"x8" RJ Reducer	1	EA		
	Written Unit Price					
44	WD-007	12"x8" RJ Tee	1	EA		
	Written Unit Price					
45	WD-008	12"x6" RJ Tee	3	EA		
	Written Unit Price					
46	WD-009	12" RJ 11.25 Degree Bend	3	EA		
	Written Unit Price					
47	WD-010	12" RJ 22.5 Degree Bend	2	EA		
	Written Unit Price					
48	WD-011	12" RJ 45 Degree Bend	2	EA		
	Written Unit Price					
49	WD-012	12" RJ 90 Degree Bend	3	EA		
	Written Unit Price					

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Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
50	WD-013	Fire Hydrant Assembly	3	EA		
	Written Unit Price					
51	WD-014	12" Water Meter and Aboveground Enclosure	1	EA		
	Written Unit Price					
52	WD-015	12" RPZ Backflow Preventer and Aboveground Enclosure	1	EA		
	Written Unit Price					
53	WD-016	Traffic Control	1	LS		
	Written Unit Price					
54	WD-017	Pavement Repair	33	SY		
	Written Unit Price					
55	SS-001	8" SDR-26 PVC Sanitary Sewer Pipe (<8' Depth)	543	LF		
	Written Unit Price					
56	SS-002	8" RJ EDIP Sanitary Sewer Pipe (PC 350)	25	LF		
	Written Unit Price					

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Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport NW Development Roadway & Utility

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
57	SS-003	4" RJ EDIP Sewer Forcemain	21	LF		
	Written Unit Price					
58	SS-004	Jack and Bore 16" Steel Casing Pipe (0.375" WT)w/ 8" RJ EDIP Carrier Pipe	185	LF		
	Written Unit Price					
59	SS-005	4' Diameter Precast Concrete Manhole (<8' Depth)	4	EA		
	Written Unit Price					
60	SS-006	4' Diameter Precast Concrete Manhole: Additional Depth	12	VF		
	Written Unit Price					
61	SS-007	Outside Drop Manhole Connection	1	EA		
	Written Unit Price					
62	SS-008	Connect Gravity Sewer Main to Existing Manhole	1	EA		
	Written Unit Price					
63	SS-009	Connect Forcemain to New Manhole	1	EA		
	Written Unit Price					

BID SCHEDULE – BASE BID

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport NW Development Roadway & Utility

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
64	SS-010	Sanitary Sewer Lift Station	1	LS		
	Written Unit Price					
65	SS-011	Sanitary Sewer Lift Station- Electrical	1	LS		
	Written Unit Price					
66	SS-012	8" SDR-26 PVC Sanitary Sewer Pipe (> 8' Depth)	1992	LF		
	Written Unit Price					
67	SS-013	4' Diameter Precast Concrete Manhole (> 8' Depth)	6	EA		
	Written Unit Price					
68	SS-014	6" SDR-26 PVC Sanitary Sewer Lateral	405	LF		
	Written Unit Price					
69	SS-015	6" DIP Sanitary Sewer Lateral (PC 350)	10	LF		
	Written Unit Price					
70	SS-016	8"x8"x6" Wye	1	EA		
	Written Unit Price					

BID SCHEDULE – BASE BID

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport NW Development Roadway & Utility

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
71	SS-017	6" Wye	2	EA		
	Written Unit Price					
72	SS-018	6" SDR-26 PVC 45 Degree Bend	3	EA		
	Written Unit Price					
73	SS-019	Sewer Cleanout	4	EA		
	Written Unit Price					

Total Base Bid = _____

Total Base Bid Written = _____

1) 90% of Work completed as determined by Engineer.

2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices**.

Contractor shall submit invoices to:

Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 **Retainage and Partial Payments**. If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Five percent (5%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of five percent (5%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required

CONTRACT GUIDANCE

a) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

b) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

d) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).

e) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.

f) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

g) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

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

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the [*Contractor* | *Consultant*] 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* | *Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor* | *Consultant*] 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* | *Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor* | *Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

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

A3 BUY AMERICAN PREFERENCE

SOURCE: Title 49 U.S.C. § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers; Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

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

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. **The**

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

Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

(See Proposal Forms for Required Certifications)

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

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

A4 CIVIL RIGHTS - GENERAL

49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

49 U.S.C. § 47123; FAA Order 1400.11;

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

(Insert this list in every contract or agreement.)

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) including amendments thereto;
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age,

or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

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.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G); 42 U.S.C. § 7401, et seq; 33 U.S.C. § 1251, et seq

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

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) 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.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E); 29 CFR § 5.5(b); 40 U.S.C. § 3702; 40 U.S.C. § 3704

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 U.S.C. §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A8 COPELAND "ANTI-KICKBACK" ACT

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

COPELAND "ANTI-KICKBACK" ACT

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

A9 DAVIS-BACON REQUIREMENTS

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

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

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

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

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

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

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

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

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

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

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

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

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

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

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A10 DEBARMENT AND SUSPENSION

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A11 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26; 49 U.S.C. § 47113

REQUIRED PROVISIONS

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

A12 DISTRACTED DRIVING

SOURCE: Executive Order 13513; DOT Order 3902.10SOURCE

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

a) Procure or obtain,
b) Extend or renew a contract to procure or obtain, or
c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

(include the following provision in all AIP funded contracts and lower-tier contracts.)

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A14 DRUG FREE WORKPLACE REQUIREMENTS

SOURCE 49 CFR Part 32 Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE 29 USC § 201, et seq 2 CFR § 200.430

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

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

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE: 29 CFR Part 1910

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

A18 PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

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

A19 RIGHT TO INVENTIONS

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

Not Applicable

A20 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

Not Applicable

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

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

CERTIFICATION OF OFFEROR/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 (ü) 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 – *this certification is included in the proposal forms to be submitted with bid.*

1) The applicant represents that it is (ü) is not (ü) 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 (ü) is not (ü) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

A22 TERMINATION OF CONTRACT

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

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

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

TERMINATION FOR CAUSE (CONSTRUCTION)

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

TERMINATION FOR CAUSE (EQUIPMENT)

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

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

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

If within [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.

A23 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104; 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 –

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

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

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

A24 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 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.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

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

Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE: FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936; 49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1) *The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or*
2) *To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.*

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

(a) The People's Republic of China.

(b) The Russian Federation.

(c) The Islamic Republic of Iran.

(d) The Democratic People's Republic of Korea.

(e) The Bolivarian Republic of Venezuela.

(f) The Republic of Cuba.

(g) Any other country the Secretary determines necessary.

Include the following provision in all AIP-funded contracts and lower-tier contracts:

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

END OF FEDERAL CONTRACT PROVISIONS

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

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. As-Constructed Survey File - The final survey must be provided in AutoCAD Civil 2024 or a newer version, including all relevant point files. The survey file should cover, but not be limited to, all pavement lifts (with a maximum grid spacing of 15 feet by 15 feet), pavement edges, lights, signs, structures, inverts, markings, and utilities that fall within the project scope or disturbance boundaries. For large grading areas, use a grid spacing no larger than 25 feet by 25 feet.

END OF SECTION 90

SUPPLEMENTAL PROVISIONS

AIRPORT SAFETY AND SECURITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The Contractor shall carry out its operations in a manner that will cause a minimum of interference with air traffic and shall be required to cooperate with the Federal Aviation Administration (FAA), the Airport, Airport tenants and users, and other contractors working in the area. All work shall be completed in accordance with the Contract Documents including FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction or current edition as of bid date.

B. The Contractor shall supply, place, maintain, move and store the items listed herein, as appropriate, to facilitate construction and protect air traffic. The Contractor shall maintain an adequate extra supply of these items on site.

C. These provisions are to enhance the existing language listed in the General Terms & Conditions. All or parts of the contents will apply to the Contractor's contract depending upon the sequence in which the phases are conducted.

D. The Airport has the right to monitor the Contractors' operations for safety performance, workmanship, protection of operations, work progress, housekeeping, and compliance to design specifications (Contractor shall still be responsible for assuring safe work practices). It is a general practice that the Airport will work through the Contractor's supervision and not directly with the employee. The Airport has the right to participate with and investigate any accident or incident.

E. Contractor shall develop and implement a system for assessing appropriate requirements applicable to its employees, including removal from Airport property, for violation of safety laws statutes, codes, ordinances and regulations, safety requirements specified by the Contract, including, without limitation, any other condition that presents a safety hazard to the employee or others. Contractor shall prepare and maintain a detailed written report of each instance where it has assessed discipline for a safety related infraction including identification of the employee, the nature of the infraction and the discipline assessed.

F. Contractor shall be required to develop, at a minimum, a comprehensive post-accident drug and alcohol testing program that includes post-accident and random testing in accordance with Department of Transportation (DOT) Drug and Alcohol Testing - 49 Code of Federal Regulations (CFR) Part 40.

1.2 DEFINITIONS

A. Safety Program – The Contractor shall submit its Safety Program to the Airport and obtain approval prior to the start of construction. The Safety Program shall be prepared in accordance with the FAA Advisory Circular 150/5370-2G (Operational Safety on Airports During Construction), or current edition as of bid date. The Safety Program includes, but is not limited to the following:

1. Contractor's Corporate Safety Policy
2. Contractor's Site-Specific Safety Plan
3. Construction Safety and Phasing Plan (CSPP) – The Contractor shall abide by the CSPP, approved by the FAA and provided by the Airport.
4. Safety Plan Compliance Document (SPCD) – The SPCD details how the Contractor will comply with the CSPP. The Contractor shall prepare the SPCD and obtain approval by the Airport prior to issuance of the Notice to Proceed

PRODUCTS

1.3 WARNING LIGHTS. Warning lights shall meet the requirements of FAA Advisory Circular 150/5370-2G (Operational Safety on Airport During Construction), or current edition as of bid date or as amended during the term of the contract. The Contractor's vehicles shall meet the requirements of FAA Advisory Circular 150/5210-5D (Painting, Marking, and Lighting of Vehicles Used on an Airport), or current edition as of bid date or as amended during the term of the contract.

1.4 LOW PROFILE BARRICADES. Low profile barricades shall be in accordance with the details in the Contract Documents and meet the requirements of FAA Advisory Circular 150/5370-2G, or current edition as of bid date or as amended during the term of the contract. The barricades shall be furnished, maintained and relocated during each phase by the Contractor. Barricades shall be as detailed and installed per the drawings along the affected pavement edge or access to a closed runway, taxiway or apron.

1.5 SAFETY BARRICADES. Safety barricades shall be furnished and installed at the locations as indicated on the Contract Documents and/or directed by the Engineer. Safety barricades shall be 32" – 36" tall and 6' long. Safety barricades shall be water fillable with a maximum empty weight of 85 pounds and a minimum filled weight of 700 pounds. There shall be an equal number of orange and white to allow for the colors to be staggered upon assembly. They shall be interlockable and marked with alternating orange and white reflective tape on each side. The Contractor shall supply two (2) solar powered red flashing lights per barricade that can be attached to the top of the barricades.

1.6 VACUUM SWEEPER. The power vacuum sweepers shall be Tymco, Model HSP-600 or Elgin Model Crosswind or an approved equal. A broom type sweeper may be allowed by the Engineer depending upon construction activity on aircraft operations area. The Contractor shall provide a

minimum of one sweeper at all times.

PART 2 - EXECUTION

2.1 General Information

A. All Contractors shall comply with the following:

1. All applicable Occupational Safety and Health Administration (OSHA), Federal Aviation Administration (FAA), Federal Aviation Regulations (FAR), Transportation Security Administration (TSA) Part 1542, Department of Transportation (DOT), Federal, State, and Local safety standards.
2. Other reasonable safety rules and practices as may be established from time to time by the Airport.

B. In compliance with FAA AC 150/5370-2G, or current edition as of bid date or as amended during the term of the contract date, the Contractor shall prepare a Safety Plan Compliance Document (SPCD). This document shall include a general statement by the Contractor that it has read and shall adhere to the CSPP. Any details not identifiable for the CSPP should be included within the SPCD. The SPCD is similar to the CSPP but shall not contain duplicate information. The Contractor shall submit the SPCD to the Airport for approval prior to the start of construction. The SPCD shall include but not be limited to the following checklist as applicable to the scope of the project:

1. **Coordination.** Discuss details of proposed safety meetings with the Airport operator and with Contractor's employees and subcontractors.
2. **Phasing**. Discuss proposed construction schedule elements, including:
   i. Duration of each phase.
   ii. Daily start and finish of construction, including "night only" construction.
   iii. Duration of construction activities during:
      1. Normal runway operations.
      2. Closed runway operations.
      3. 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:
   i. Details on how the Contractor will maintain the integrity of the Airport security fence (contract security officers, daily log of construction personnel, and other).
   ii. Listing of individual requiring driver training (for certificated airports and as requested).

iii. Radio communications.
    1. Types of radios and backup capabilities.
    2. Who will be monitoring radios.
    3. Who to contact if the Air Traffic Control Tower (ATCT) cannot reach the Contractor's designated person by radio.
    4. Details on how the Contractor will escort material delivery vehicles.

6. **Wildlife management.** Discuss the following:
    i. Methods and procedures to prevent wildlife attraction.
    ii. 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:
    i. Contractor points of contact.
    ii. Contractor emergency contact.
    iii. Listing of all equipment greater than 10 feet in height or other requested equipment proposed for use on the Airport and the time frame for submitting 7460-1 forms not previously submitted by the Airport operator.
    iv. Batch plant details, including 7460-1 submittal.
10. **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
11. **Underground utilities.** The Contractor is required to perform a ground-penetrating radar (GPR) survey of the entire construction site prior to construction. Discuss all other 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:
    i. Equipment and methods for covering signage and airfield lights.
    ii. Equipment and methods for temporary closure markings (paint, fabric, other).
    iii. Types of temporary Visual Guidance Slope Indicators (VGSI).
15. **Markings 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:
    i. Equipment and methods for maintaining Taxiway Safety Area standards.

ii. 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.

C. Regular progress meetings will be conducted during construction. Part of the meeting will be dedicated to safety. During these meetings, the Contractor shall submit to the Airport the following safety information:

1. Estimated man-hours worked from the previous period;
2. Number of accidents from the previous periods;
3. Number of recordable injuries from the previous period; and
4. Summarization of any accident that took place from the previous period.

D. In estimating the work involved in the Contract, the Contractor shall be familiar with all existing and limiting conditions that will or may have a bearing on the performance of the Contract with regard to safety. Any limiting conditions shall be identified in writing.

E. All costs related to the required Safety Program shall be included in the Contractor's bid. Costs provided to administer and maintain the Safety Program shall be complete and shall include costs for all required personnel, activities, facilities, media, tools, drug testing, and any specialty equipment required to insure a comprehensive, qualified Safety Program to suit a per week/per shift basis.

F. Throughout the duration of the Contract, any practice or situation that the Engineer determines to be unsafe or a hindrance to regular Airport operations shall be immediately rectified.

G. The following publications contain definitions/descriptions of critical Airport operating areas. The areas defined below pertain to airfield safety requirements and are referenced throughout the Contract Documents. Copies of these publications are available from the FAA at www.faa.gov.

1. Advisory Circular 150/5370-2G, or current edition as of bid date, "Operational Safety on Airports During Construction": Sets forth guidelines to assist Airport operators in complying with FAR Part 139, "Certification and Operation/Land Airports Serving Certain Air Carriers" and with the requirements of federally funded construction projects.
2. FAR Part 77, "Objects Affecting Navigable Airspace," Current Edition: Establishes standards for determining obstructions to navigable airspace. Civil Airport imaginary surfaces are defined in the publication. It also sets forth requirements for notice of certain proposed construction or alteration. Notice of construction provides a basis for recommendations for identifying the construction or alteration in accordance with AC 70/7460-1, "Obstruction Marking and Lighting," or current edition as of bid date.

3. AC 150/5300-13B, "Airport Design" or current edition as of bid date: Establishes design, operational and maintenance standards for airports. Standard terms used in the Contract Documents are defined below:

   a. Runway Safety Area (RSA) - The defined surface surrounding the runway over which aircraft should, in dry weather, be able to cross at normal operating speeds without incurring significant damage. A safety area is graded, drained and compacted. It is free of any holes, trenches, humps or other significant surface variations or objects, other than those which must be there because of their essential aeronautical function. The safety area requires the capability of supporting maintenance, firefighting, and rescue vehicles under normal (dry) conditions.

   b. Object Free Area (OFA) – An area on the ground centered on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by having the area free of objects, except for objects that need to be located in the OFA for air navigations or aircraft ground maneuvering purposes.

   c. Obstacle Free Zone (OFZ) – The OFZ is the airspace below 150 feet above the established Airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway, and for missed approaches. The OFZ is subdivided as follows:

      1) Runway OFZ. The airspace above a surface centered on the runway centerline.
      2) Inner-approach OFZ. The airspace above a surface centered on the extended runway centerline. It applies to runways with an approach lighting system.
      3) Outer-approach OFZ. The airspace above the surfaces located on the outer edges of the runway OFZ and the inner-approach OFZ. It applies to runways with approach visibility minimums lower than ¾-statute mile.

   d. Taxiway Safety Area (TSA) – A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway.

H. The work shall proceed in such a manner as to provide safe conditions for all workers and personnel. The sequence of operations shall be such that maximum protection is afforded to ensure that personnel and workers in the work area are not subject to any dangerous conditions.

I. Prior to commencement of construction activity, the Contractor shall notify in writing, at least 72 hours in advance, Airport Operations and the Engineer of its intentions to begin construction, stating the proposed time, date, and area of which construction is to occur in order for the appropriate Notice-to-Airmen (NOTAM) to be issued. During the performance of this Contract, the Airport facility shall remain in use to the maximum extent possible. The Contractor shall not allow employees, subcontractors, suppliers, or any other unauthorized persons to enter in any Airport area which may be open for aircraft use.

J. Should any of the following problems or hazards arise during construction, the Contractor shall immediately rectify/correct the problem or hazard to the satisfaction of the Engineer and the Airport:

1. Trenches, holes, or excavations at or adjacent to any active runway or in safety areas.
2. Unmarked/unlighted holes or excavation at any active apron, taxiway, taxilane, or related safety area.
3. Mounds or piles of earth, construction materials, temporary structures, or other objects in the vicinity of any active taxiway, taxilane, or in a related safety, approach, or departure area.
4. Vehicles or equipment (whether operating or idle) on any active runway, taxiway, taxilane, or in any related safety, approach, or departure area.
5. Vehicles, equipment, excavations, stockpiles, or other materials which could degrade or otherwise interfere with electronic signals from radios or navigational aids (NAVAIDS).
6. Runway surfacing projects resulting in excessive lips greater than 1 inch for runways and exceeding 3 inches for edges between the old shoulder and new surfaces at runway edges and ends.
7. Unmarked utility, NAVAID, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
8. Objects (whether or not marked or flagged) or activities anywhere on or in the vicinity of the Airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
9. Unflagged/unlighted low visibility items (such as tall cranes, drills, and the like) anywhere in the vicinity of active runways, or in any approach or departure area.
10. Misleading or malfunctioning obstruction lights or unlighted/unmarked obstructions in an approach to any active runway.
11. Inadequate approach/departure surfaces needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas.
12. Inadequate, confusing or misleading (to user pilots) marking/lighting of runways, taxiways, or taxilanes, including displaced or relocated thresholds.
13. Water, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates visibility of runway/taxiway marking or lighting.

14. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of Airport operations areas.
15. Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, or aprons, or in related safety areas.
16. Inadequate barricading or other marking which is placed to separate construction or maintenance areas from active aircraft operating areas.
17. Failure to control vehicle and human access to active aircraft operating areas.
18. Construction/maintenance activities or materials which could hamper the response of aircraft rescue and firefighting (ARFF) equipment from reaching all aircraft or any part of the runway/taxiway system, runway approach and departure areas, and aircraft parking locations.
19. Bird attractants on Airport, such as edibles (food scraps, etc.), miscellaneous trash, or ponded water.

2.2 Contractor Requirements

A. All persons entering the project area designated as the construction site shall strictly follow Georgia, OSHA, FAA, DOT, and Transportation Safety Administration regulations.

B. The Contractor shall provide physical barriers along the perimeter of its work site and place signs identifying the area as a construction site. The contractor will install signs along on-site haul roads indicating that speed limit for construction vehicles is 25 mph or 15 mph if on airfield pavements including taxiways and aprons. In some cases where the general public or open airfield is to be protected, additional and/or specialty barriers might be required and will need to be determined by Airport.

C. The Contractor shall submit an FAA Form 7460-1 at least 60 days prior to any crane erections. All construction involving cranes shall further be coordinated at least 72 hours in advance, excluding weekends, with the Airport Operations. This does not include the time required for airspace review. The following information and actions are required:

1. Location of the Crane.
2. Maximum extendable height.
3. Hours of operation.
4. The top of each crane boom shall be marked by a 3' x 3' orange and white checkered flag — each box being 1' square.
5. Each crane shall be lowered at night and during periods of poor visibility as directed by Airport Operations. In the event the crane is approved to remain extended during the hours from sunset to sunrise, the highest point of the crane boom will be lit with a red obstruction light in accordance with AC 70/7460-1.

D. These established safety requirements shall govern Contractors and all persons within the designated construction site and are outlined to avoid infractions of common accepted safety practices.

E. These safety requirements shall not be construed as complete and any requirements of the guidelines in conflict with Georgia, OSHA and FAA shall be superseded by Georgia, OSHA or FAA regulations.

F. Any individual failing to follow these safety requirements shall be directed by the Contractor to immediately abate the unsafe act, behavior, or equipment.

G. All Contractor equipment brought onsite for use on or during the construction project shall be kept in a safe operating condition. Worn or damaged equipment shall be repaired, replaced or taken out of service (locked out) and removed from the job site.

H. Contractor shall keep its work area in a clean and safe condition.

I. The use of makeshift, defective or inadequate scaffolding, rigging, or staging is prohibited.

J. The Contractor shall provide barriers, railings or coverings for all areas including, but not limited to, elevated work platforms, holes, excavations, roof openings, along roof edges, manholes, and/or unfinished work causing floor obstructions. Outside excavations, barriers, and safety signs shall be adequately illuminated during darkness.

K. No Contractor is permitted to use any powered industrial moving equipment, trucks, tools, or ladders owned or rented by, the Airport.

L. Contractors shall not perform work overhead of any member of the general public. The Contractor shall use physical barriers to prevent access by non-construction personnel to areas with overhead construction work. If the Contractor cannot restrict access to the overhead work area, work will cease until a method of restricting access is developed and implemented.

M. Welding screens and/or curtains will be used in areas where cutting or welding operations are being performed where non-construction personnel may be exposed to weld flash or sparks. Refer to Airport Hot Work permit requirements.

N. Tools, equipment or materials shall not be left or placed on beams, overhead walkways, or places where they may fall, causing injury.

1. To prevent possible explosive or incendiary devices from being hidden in areas close to Airport facilities, equipment, aircraft, or vehicles, no containers (tool boxes, storage containers, materials trailers) shall be left unsecured or unattended in public areas.
2. The Contractor shall not bring any tool through passenger screening. No tools shall be left unsecured in public areas. Any temporary doors that lead to construction areas that are accessible by the public shall be equipped with a push button cipher lock (installed at the Contractor's expense). The access number to the door shall be provided to Airport designees.

3. The Contractor is not permitted to carry liquids, gels, or aerosols into sterile areas except for those liquids, gels, or aerosol necessary for operational or medical needs, all of which shall be subject to inspection.

O. Contractor shall verify and assure that every employee who operates any mobile equipment on Airport properties shall have a current valid driver's license.

P. The Contractor shall comply with the National Electric Code (NEC) requirements regarding ground fault circuit interrupters for construction field tools and equipment.

Q. In matters concerning interpretation of the foregoing requirements, the decision of the Airport will be final and binding.

R. The Contractor shall maintain a Safety Program, for the purpose of safety, security, orientation, education, training, enforcement, and distribution.

S. If a security system (cameras, gates, lifts, doors, etc.) is going to be taken out of service, the Contractor shall coordinate with the Airport Operations at least three (3) days in advance. Pending certain security threat levels, permission may not be granted to take down a security system.

T. Potable water line installation will require coordination with the Airport management.

U. When working on the airfield pavement lighting cans, the Contractor shall assure the electrical systems are locked out, tagged out, and verified there is no hazardous energy.

V. The Contractor shall not pull any associated airfield lighting electrical cables through manholes, junction cans, pavement cans or through those devices if there are other cables present. All electrical cables shall be locked-out, tagged-out, and de-energized prior to work activities.

W. Contractor will provide all lighted, low profile, water or sand filled, taxiway/runway barricading.

X. If working on the Airport Operations Area (AOA), the Contractor will be required to prepare an FAA Safety Plan Compliance Document (SPCD) that is a part of the Safety Program.

Y. Airfield Rescue and Firefighter (ARFF) roads cannot be taken out of service.

Z. Equipment that is used for material handling on the airfield shall have working headlights and brake lights. Any equipment that exits the AOA onto public roadways is subject to GA DOT regulations.

2.3 Fall Hazard Protection Control

A. Fall Hazard Control requires that Contractors comply with fall prevention and protection procedures in accordance with Occupational Safety and health Administration (OSHA) requirements.

2.4 Fire Prevention

A. The Contractor shall provide appropriate fire extinguishers for its employees.

B. No burning, cutting, welding, or heat generating operation shall be allowed in any area on Airport property without first obtaining permission from Airport Operations.

C. Oxygen and acetylene cylinders not in use, shall be properly stored and capped, and secured by a chain or rope. All flammable liquids shall be stored in approved safety containers. Oily rags and/or rags soaked with flammable liquids shall be stored in approved safety containers only. Paint and painter's equipment, drop sheets, cleaning materials, shall be stored in a clear area away from any heat generating operation. Lids shall be replaced on all opened paint and/or solvent containers. All solvents shall be stored in approved safety containers

2.5 Lock Outs

A. Examples of energy sources that are required to be locked out and tagged regardless of who has custody are:

1. Any time repairs or modifications are made to electrical systems, either temporary or permanent, they shall be locked out. Locks shall be applied to the main disconnect switch whenever possible. A tag shall accompany all locks.
2. Electrical systems that provide electrical power to equipment, such as pumps and electrical motors, shall be locked out by the Contractor until such time that system is released.
3. Electrical systems that provide electrical power to the airfield signage and lighting.
4. Lines, valves and similar systems that are being tested pneumatically or with Inert gases, such as oxygen, shall be tagged and locked out to prevent an accidental discharge of the pressure within the line. In addition, areas affected by the pneumatic test shall be barricaded against entry and inspected by the Contractor prior to commencement of the test.
5. Air lines, hydraulic lines, gas lines, blanking, pressure storage units, valves, capacitors and other such sources that could be inadvertently activated or discharged causing a hazardous condition, shall be locked out, blanked or otherwise neutralized to prevent accidental activation.
6. Any steam, natural gas, refrigeration, chemical feed, glycol, water, fuel oil, diesel, and jet fuel lines that could be inadvertently activated or discharged causing a

hazardous condition, shall be locked out, blanked or otherwise neutralized to prevent accidental activation and or a hazardous condition. In some cases double block and bleed maybe required.

B. Access to all electrical systems for both shutdown and reenergizing will be coordinated with Airport maintenance. This includes access to all panels, breakers, switches, relays, substations, and all relevant switch gear.

C. If more than one employee is required to lockout and tag a circuit or piece of equipment, a multiple padlock device (hasp) shall be used.

D. This procedure establishes a lockout practice for securing machinery and equipment during periods of construction and maintenance. It is essential that Contractor complies with its lockout procedure to ensure the safety of all employees. A lockout procedure is to render inoperative electrical systems, air lines, hydraulic lines, mechanical devices, pumps, conveyors, fuel, glycol, water, gasoline, jet fuel, pipelines, valves and all other such energy and stored energy systems that may accidentally be energized or discharged while employees are working on them before they are ready and released for service.

E. Contractor shall administer its own lockout program where not identified by this document. The Contractor shall issue all locks and applicable tags to their foreman, general foreman, superintendents and employees as necessary. The Contractor shall maintain a lock and tag log. Tags are required to have the Contractor's name, phone number, employee name, and supervisor name easily identified on each tag.

F. After locking out and tagging a circuit, an attempt to energize the equipment shall be made by depressing or turning "on" all starting stations before work begins. In no case shall work begin before circuits and equipment are tested to ensure that they are, in fact, de-energized.

G. Any employee who removes a tag or lock belonging to another employee or person, or overrides a tag or lock in any way, may be removed from the Airport property. Written authorization has to be obtained from the foreman, general foreman, superintendent and Project Manager of the responsible Contractor when a lock has been left on a piece of equipment and the originator is not available for removal.

H. When locks and tags are required, Contractors employees working on that system shall notify their appropriate supervisor. The supervisor, or his designee, shall see that appropriate locks and tags are provided. When work is completed, the appropriate supervisor is also to be notified when locks and tags are removed.

I. After equipment or systems are turned over to the Airport, no work or Airport modifications will be performed without compliance to Airport's Lockout/Tagout Program.

J. There may be some equipment that cannot be physically locked out using any type of device. If a situation exists where equipment cannot be locked out the Contractor shall notify the Airport.

2.6 Cranes/Derricks/Lifting Equipment/Rigging

A. All crane operators shall be thoroughly knowledgeable in the operations of the crane, rigging equipment, and other OSHA requirements relating to lifting.

B. NOTAMS may be required depending upon the location and height of the lift. Contractor shall contact Airport management prior to any crane activity.

C. Lifting shall not be done over any employees.

D. Tag lines shall be used for all lifts greater than 20 feet.

E. No lifts shall be made when winds are sustained over 25 mph.

F. Outrigger shall be shored so they do not damage property. Contractor will be responsible for any property damage to paved or concrete surfaces.

G. A prelift review shall be performed by the Contractor for every critical lift.

H. A Critical lift shall be defined as a lift with a hoisted load that is within 15% of the maximum load limits (normal) of the equipment that is being used. Before a critical lift is performed the Contractor shall submit a Critical Lift Plan that is prepared and approved by a Professional Engineer that is registered with the State of Georgia. The Critical lift Plan will include the following:

- Description of the lift
- Crane Position
- Lift Height
- Load Radius
- Boom and angle
- Size and weight of load
- Percent of cranes capacity
- Personnel involved
- Rigging plan
- Communications methods
- Ground Conditions
- Inspection Procedures
- Procedures for hosting (if applicable)

I. The critical lift plan will also document the source (i.e. weight, crane and rigging capacities, inspections, and wind speeds).

2.7 Vehicle Operation on the Airport Operations Area (AOA)

A. All vehicles that enter the AOA shall comply with the following:

1. All vehicles accessing the AOA shall be placarded with a company name and logo or some other form of identification. All lettering shall be a minimum of 4" high.
2. All construction vehicles/mechanized equipment authorized within the Movement Area or related safety areas shall be marked with a flag on a staff attached to the uppermost portion of the vehicle/motorized equipment so that the flag will be readily visible. The flag shall be at least a 3' x 3' square having a checkered pattern of international orange and white squares at least 1' on each side in accordance with FAA Advisory Circular 150/5210-5.D, or current edition as of bid date.
3. During nighttime hours, all equipment operating on the Airport exceeding 15 feet in height shall be lit with a red obstruction light in accordance with FAA Advisory Circular 70/7460-1, or current edition as of bid date. This light is to be located on the uppermost portion of the equipment.
4. All construction equipment that exceeds 20 feet in height are required to be "airspaced" as determined by the FAA Form 7460-1.

B. Vehicle(s)/equipment shall be operated in a manner that does not interfere with aircraft operations. All vehicle(s)/equipment shall yield right of way to all aircraft and emergency vehicles.

C. Vehicles/mechanized equipment operators shall obey all traffic signs and markings.

D. Vehicles/equipment shall not stop or be parked so as to block a driveway, AOA access gate, fire lane or aircraft

E. Vehicles/equipment shall not stop or be parked in areas other than those prearranged and approved by the Airport management.

F. No equipment or vehicles may be parked within six feet of an AOA fence.

G. The established speed limit on the AOA is 15 mph.

H. Vehicle(s)/equipment shall not be operated by individuals under the influence of any substance which impairs the ability to do so in a safe manner

I. If an incident occurs on the AOA the incident shall be reported immediately to Airport Operations by contacting (706) 799-5372. Airport management and Airport Operations have the right to investigative all incidents and issue citations. The Contractor is still obligated to produce its own incident report to be submitted to Airport management. The Contractor shall submit an incident report no later than 24 hours after the incident.

J. Vehicle/mechanized equipment operators are not permitted to move about the Airport outside the designated construction area, at night unless the vehicle has operating head

lights, tail lights and brake lights, or is under the escort of a properly lighted vehicle. Head lights shall not be set on high beam when moving about the Airport at night.

K. Vehicles/mechanized equipment authorized on the Movement Area (runways, taxiways, and ramps) and/or associated safety areas shall be equipped with an electrically powered, amber color, 360-degree omni-direction light, mounted on the vehicle such that it is conspicuous from any direction.

L. At no time shall a vehicle enter the Movement Area and/or associated safety areas unless it is authorized by the Airfield Operations and is in continuous radio communication with the Control Tower. If a vehicle is not radio equipped to communicate with the Control Tower, an escort vehicle equipped with such a radio shall lead or direct the movement of this vehicle while operating on the Movement Area unless the construction area is completely closed to Airport movement and cordoned off. Coordination of escorts shall be prearranged with the Airport Operation. Any individual authorized unescorted access to the Movement Area or associated safety areas shall have completed the driver training program administered by the Airport Operations department.

M. Seat belts shall be utilized on equipment/vehicles that are designed for usage.

N. All vehicles/equipment shall be appropriately secured such that neither aircraft blast nor wind will result in their movement.

2.8 Special Construction Rules on the AOA

When airfield construction is being performed on the AOA the following rules will apply unless modified in writing by Airfield Operations.

A. All construction activities on the AOA shall include a specific Construction Safety Phasing Plan (CSPP) and a Safety Plan Compliance Document (SPCD) as required by the FAA. The SPCD will address compliance to and details required by the CSPP and include any other topics of discussion that might be mentioned during the safety phase planning meeting.

B. The safety phase planning meeting shall be held prior to mobilization to the AOA.

C. Any Airport construction and/or alteration requires the completion and submittal of FAA Form 7460-1 Notice of Proposed Construction or Alteration (available from the FAA Air Traffic Division Regional Office), and www.FAA.gov at least 60 days prior to the start of the project. The Engineer will submit this form in advance of the start of construction.

D. If the Contractor requires any modifications to FAA Form 7460-1 (from the advance submittal) the Contractor shall complete and submit an amended FAA Form 7460-1 reflecting the requested changes.

E. A copy of all completed FAA Form 7460-1's and the FAA's determination(s) shall be on file with the Airport prior to commencing the erection or construction of the item(s) proposed by the Contractor.

F. The Contractor shall erect and maintain fencing, barricades, signs and warning devices used to delineate the perimeter of all construction areas, as shown on the plans and/or as approved by the Airport Operations.

G. All points of entry into the AOA, which are under the Contractor's control, shall be secured and/or guarded and should be coordinated with the Airport Operations.

H. Deliveries are to be strictly controlled (by the Contractor) using personnel specifically acquainted with these rules. The Contractor shall provide properly manned escort vehicles as required to guide and escort all deliveries to the work area(s).

I. All barricades, lighting and warning devices used to delineate any construction or hazardous area(s) are to be provided by the Contractor except for lighted runway closure crosses which will be provided by the Airport.

J. At no time shall personnel, vehicles or equipment be located or enter any of the following areas unless authorized on the plans or by Airport Operations.

1. Within 250 feet parallel to an active runway centerline (to be indicated on the CSPP and/or SPCD).
2. No Stockpiles will be placed within 400 feet parallel to an active runway centerline nor will equipment be left unattended.
3. Within 1,000 feet of the end of active runways (each end to be indicated in the CSPP and/or SPCD)
4. Within 93 feet parallel to an active taxiway centerline operating with Group III aircraft without proper approval.
5. Active NAVAID Critical Areas.

K. Trenches and/or Excavations: Trenches and/or excavations shall not be allowed in the following areas without closure or restriction of the adjacent Movement Area:

1. Within 250 feet parallel to a runway centerline.
2. Within 160 feet parallel to a taxiway centerline operating with Group V aircraft without proper approval.
3. Within 1,000 feet of the end of a runway.
4. Active NAVAID Critical Areas.

L. No trenching is allowed under Airport fences without prior approval and coordination with the Airport Operations.

M. All stockpiled material(s)/supplies shall be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions. Material(s)/supplies shall not be stored

within 500 feet of aircraft turning areas or movement areas. Stockpiled material(s)/supplies shall not exceed 15 feet in height unless the Contractor has complied with all requirements for airspace review. All material(s)/supplies shall be positioned so it will not obstruct the line of sight from the Control Tower to the Movement Area.

N. Stockpiled material shall not be within 6 feet of an Airport perimeter fence.

O. Nighttime work, not covered by the Contract Documents, requires 72 hours advanced approval, excluding weekends, by the Airport Operations. Lighting for nighttime work shall be shielded and positioned downward so as not to hinder the vision of the air traffic controllers in the control Tower or the pilots of moving aircraft.

P. Debris, waste, and loose materials shall not be allowed on the Movement Area. If debris and/or loose materials are observed to be on active portions of the Movement Area, the Contractor shall be responsible for correcting the discrepancy immediately. The Contractor shall be responsible for controlling dust problems resulting from construction and clean-up processes.

Q. The Contractor will be working in an air operations area in which a high degree of care is necessary to control debris and dust. Spilled material on active roadways, runways, taxiways and aprons shall be swept up immediately. The Contractor will be aware that the construction area may be subject to jet blast and significant wind velocities. Dust control measures shall be required to prevent loose material from blowing within or outside the air operations area.

R. If the Contractor uses, or if a haul road crosses any area used by aircraft, service or emergency vehicles, a vacuum power broom and/or hand sweeping will be used to keep this area clean of debris which could damage aircraft engines or propellers. The Contractor will be liable for any damages that occur. Power brooms and sweepers shall be vacuum capable.

S. Prior to opening any Runway, Taxiway, Ramp, Apron or Associated Safety Area, that has been closed for construction; the Contractor shall arrange for an inspection by the Airport Operations.

T. All barricades used by the Contractor to designate an unusable or hazardous area on the AOA, shall be secured in place against movement or jet blast. The Contractor shall ensure that all barricades and hazard lighting are operational prior to departing the construction area at the end of each workday.

U. In accordance with FAR Part 139, Airport Operations shall, prior to the release of work crews, inspect all areas to ensure that:

1. Paved areas are free of surface variations in accordance with FAR Part 139.

2. All unpaved active safety areas are cleared and graded and have no potentially hazardous ruts, humps, depressions or other surface variations.
3. All trenches or excavations within active Runway and/or Taxiway safety areas are backfilled to support the weight of an aircraft or Aircraft Rescue and Fire Fighting (ARFF) equipment.
4. If the trenches, excavations or hazardous areas have been authorized to remain in place, they are to be adequately plated and marked and lighted.

V. Location of haul routes on the Airport site shall be as shown on the CSPP or as approved by Airport Operations. All haul routes on the Airport shall be marked, when necessary, and maintained by the Contractor. These routes shall be restored to their original condition upon completion of the construction project.

W. Construction equipment shall not be permitted to operate upon paved areas unless the equipment has pneumatic tires or special means, approved by the Engineer, provided to protect the pavement.

X. All construction involving cranes shall be coordinated at least 72 hours in advance, excluding weekends, with the Airport Operations. This does not include the time required for airspace review. The following information is required:

1. Location of the Crane.
2. Maximum extendable height.
3. Hours of operation.

Y. The top of each crane boom shall be marked by a 3' x 3' orange and white checkered flag — each box being 1' square.

Z. Each crane shall be lowered at night and during periods of poor visibility as directed by Airport Operations. In the event the crane is approved to remain extended during the hours from sunset to sunrise, the highest point of the crane boom will be lit with a red obstruction light in accordance with AC 70/7460-1Construction Site Access And Haul Roads. The Contractor will not be permitted to use any access or haul roads other than those designated on the contract drawings. Aircraft Rescue and Fire Fighting (ARFF) right-of-way on access roads, haul roads, taxiways, and runways shall not be impeded at any time.

2.9 Foreign Object Debris (FOD) Management. Waste and loose materials capable of causing damage to aircraft landing gears or propellers or capable of being ingested in jet engines, shall not be left or placed on or near active aircraft movement areas. Materials tracked onto these areas shall be continuously removed during the construction project. All waste or loose materials which could attract wildlife shall be carefully controlled and removed on a continuous basis. The Contractor shall have adequate sweeping equipment and adequate dust control equipment on site at all times while the Contractor is working.

END OF ITEM SP-10

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **10** percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. The Contractor shall provide dedicated space for the use of the field RPR and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity in accordance with local building codes.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105.1 Mobilization, Cleanup and Demobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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GDOT 163 – MISCELLANEOUS EROSION CONTROL ITEMS

DESCRIPTION

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 161, 171, 890, and 603).

Payment for each item varies and is defined below. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 163-0301 Construct, and Remove Construction Exit – per each

Item 163-0527 Construct, and Remove Stone Check Dams Except Fabric Dams – per each

Item 163-0541 Construct, Maintain, and Remove Rock Filter Dam – per each

Item 163-0542 Construct, and Remove Stone Filter Rings – per each

Item 163-0550 Construct, and Remove Inlet Sediment Trap – per each

Item 163-0232 Temporary Grassing – per acre

Item 163-0240 Mulching – per acre

END ITEM GDOT 163

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GDOT 167 – WATER QUALITY MONITORING

DESCRIPTION

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 167).

Payment for each item varies and is defined below. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 167-1000 Water Quality Monitoring and Sampling – per each

Item 167-1500 Water Quality Inspections – per month

END ITEM GDOT 167

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GDOT 610 – REMOVAL OF MISC. ROADWAY ITEMS

DESCRIPTION

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 610).

Payment for each item varies and is defined below. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 610-6605 Removal of Misc. Roadway Items – per each

END ITEM GDOT 610

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