



DULUTH INTERNATIONAL AIRPORT

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**DULUTH INTERNATIONAL AIRPORT
NEW PASSENGER TERMINAL
BID PACKAGE 2 B
ISSUE FOR BID**

RS&H PROJ. No. – 214.1882.091
CITY OF DULUTH BID No. 11-4403

**PROJECT MANUAL
VOLUME 1 OF 3**

Date: AUGUST 23, 2011



Architects and Civil Engineers:
**REYNOLDS SMITH AND HILLS,
INC.**

4525 Airport Approach Road
Duluth, MN 55811
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COSENTINI ASSOCIATES INC.
1 South Wacker Drive, 37th Floor,
Chicago IL 60606
TEL: (312) 201-7408 /
FAX: (312) 201-0031

Structural Engineers:
MBJ CONSULTING ENG.

501 Lake Avenue South, Suite 300,
Duluth MN 55802
TEL: (218) 722-1056 /
FAX: (218) 722-9306

Baggage Handling Systems Consultants:
BNP ASSOCIATES INC.

101 East Ridge Office Park, Suite 103,
Danbury CT 06810
TEL: (203) 792-3000 /
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Interior Architects:
SJA ARCHITECTS

11 E Superior Street Suite 340, Duluth
MN 55802
TEL: (218) 724-8578 /
FAX: (218) 724-8717

Public Address Consultants:
SHEN, MILSOM, & WILKE, LLC

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Chicago, IL 60606
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CIVIL

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOHN E. HIPPCHEN, P.E.
REYNOLDS, SMITH AND HILLS, INC.

MN REGISTRATION #: 22088

DATE: _____

ARCHITECTURAL

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

MARK K. IP, I.A.I.
REYNOLDS, SMITH AND HILLS, INC.

MN REGISTRATION #: 46001

DATE: _____

STRUCTURAL

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PAUL A. JOHNSON, P.E.
MBJ ENGINEERING, INC.

MN REGISTRATION #: 20379

DATE: _____

MECHANICAL

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DOUGLAS C. MASS, P.E.
COSENTINI ASSOCIATES INC.

MN REGISTRATION #: 21067

DATE: _____

PLUMBING

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DOUGLAS C. MASS P.E.
COSENTINI ASSOCIATES INC.

MN REGISTRATION #: 21067

DATE: _____

ELECTRICAL

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DOUGLAS C. MASS, P.E.
COSENTINI ASSOCIATES INC.

MN REGISTRATION #: 21067

DATE: _____

Invitation to Bid

Project Name/Description: Duluth International Airport - New Passenger Terminal
Bid Package 2B – Interior Finishes

City of Duluth Bid No. 11-4403

Sealed bids will be received for the Duluth Airport Authority by the City Purchasing Agent in and for the Corporation of the City of Duluth at his office, Room 100 City Hall, Duluth, MN 55802 (218) 730-5340 at 2:00 p.m. local time on Tuesday, September 20, 2011, for the above named project, and will be publicly opened and read aloud immediately thereafter.

The project scope consists of: Bid Package 2B is a continuation of the new Airport Terminal construction project built upon the Work Scopes completed in the first phases of Civil/Site work, Building Structure/Shell, and Interior Systems. Bid Package 2B consists of the following Work Scopes: 5.21B Ornamental Metal; 6.21B Misc. Carpentry; 8.21B Glass & Glazing; 9.21B Ceiling Systems; 9.22B Flooring & Tile; 9.23B Terrazzo; 9.24B Painting; 10.21B Specialties MATERIAL ONLY; 10.22B Signage; 12.20B Window Treatments; 12.21B Public Area Furniture; 12.22B Gate Seating; 13.21B Computer Controlled Access; 13.22B Flight Display; 14.20B Elevators & Escalators; 15.21B Plumbing Fixtures; 16.21B Electrical Generator; and 16.22B Public Announcement System. The package also consists primarily of the interior finishes within the previously constructed terminal shell. The existing terminal facility must remain fully functional and unobstructed by construction throughout the entire duration of this project. See Section 01014 Work Scope Descriptions for more detailed information on the specifics of the content for each of the Work Scopes. Bidders are cautioned to examine the Work Scope Descriptions and contract documents closely to ensure **only the applicable portion** of the scope is included in bids for this Bid Package 2B. Bidders are also to review previously completed work and future work which may be part of other bid packages. These documents are available for viewing at the Kraus-Anderson® Construction Company jobsite trailer upon request.

BASIS OF BIDS: Multiple Prime Bids will be received for labor and materials as outlined in the Work Scope Descriptions as described in Section 01014.

A separate Bid Form Packet will be furnished for bid submission. All bidders must use the original Bid Form Packet for submission of their bid. Contact Kim Lofquist, Kraus-Anderson® Construction Company, 218-727-8363 for the Bid Form Packet. Faxed bids will not be allowed.

A Pre-bid conference will be held on Thursday, September 1, 2011, at 2:00 p.m. in the Skyline Room, 2nd Floor of the existing Passenger Terminal Building, Duluth International Airport, after which there will be an opportunity to examine the site of the proposed work.

PROJECT LABOR AGREEMENT: Each contractor and subcontractor, having submitted a bid on this project certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony and the long-term supply of skilled manpower, each successful contractor and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, will agree to abide by the provisions of Project Labor Agreement as executed by and between Owner, Kraus-Anderson® Construction Company (Construction Manager for project) and the Duluth Building and Construction Trades Council and its affiliated local unions, and will be bound by the provisions of that agreement in the same manner as any other provision of the Contract. A draft copy of the agreement is available for inspection at the office of the Construction Manager, Kraus-Anderson® Construction Company, 4525 Haines Road, Duluth, MN 55811, and is included by reference in these Contract Documents as fully as if herein set forth.

Under Minnesota Statute S473.144, the Authority may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than 40 full time employees in Minnesota at any time during the previous 12 months, unless the business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved by the Commission of Human Rights. The Commission's certificate of compliance form and any required documentation indicating a bidder's compliance or exemption from this requirement must be submitted within three business days following the opening of the bids and prior to award of the contract. Bids will be considered non-responsive if the certificate of compliance requirement as set forth in the specifications is not met.

The schedule of minimum wages as established by the Secretary of Labor and set forth in the specifications is to govern on this project, and bids shall be based on these established minimum wage rates. However, in accordance with Minnesota law, overtime must be paid for work in excess of 8 hours per day and 40 hours per week.

Nondiscrimination in Employment: The proposed contract shall be under and subject to Executive Order No. 11246 of September 24, 1965, as amended, and to the equal opportunity clause, mandated by the regulations promulgated pursuant thereto. The proposed contract must incorporate the terms set forth in the affirmative action attachments included in the specifications for this project. The bidder (proposer) must supply all the information required by the bid or proposal form. Certification of Non-Segregated Facilities will be required as described in the Instructions to Bidders.

The Airport Authority, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for employment of minorities.

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offerer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

The contractor, by submission of an offer and/or execution of a contract, certifies that it is in compliance with Restrictions on Federal Public Works Projects as set forth in Attachment 3 to the construction contract. Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The bidder shall make good faith efforts as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation to subcontract Four and nine and a one-half tenths percent (4.95%) of the dollar value of the contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

The individuals who are presumed to be socially and economically disadvantaged include Women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

In the event that the apparent successful bidder of this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met.

Bidders will submit, in writing, the names of the DBEs included in their bid, a description of the work DBEs will perform, and the dollar value of each DBE subcontract.

Exclusive agreements between DBEs and bidders are forbidden. The DAA reserves the right to waive failure of a bidder to meet the DBEs goals if sufficient effort as determined by DAA has been made to comply with the DBE goals and the requirements are not met.

The bids shall be accompanied by an Affidavit of Non-Collusion and written assurance that the bidder has made a good faith effort towards meeting DBE goals.

A bidder's or proposer's failure to show a good faith effort to achieve the specified contract goal for the participation of Disadvantaged Business Enterprise in the completion of this project will be grounds for finding the bid or proposal non-responsive.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity - State of Minnesota Requirements:

The offerer's or bidder's attention is called to the "equal opportunity clause" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the Covered Area as follows: Goals for minority participation in each trade, 1.0%; goals for female participation in each trade, 6.9%.

These goals are applicable to all contractors' construction work performed in the Covered Area.

The contractor's compliance with Minnesota Statutes, section 473.144 and part 5000.3520 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by part 5000.3540, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, Minnesota Statutes, section 473.144 and part 5000.3520. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Compliance Division of the Minnesota Department of Human Rights within ten working days of award of any construction contract at any tier for construction work under the contract resulting from the solicitation. The notification must list the name, address and

telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.

As used in this notice, and in the contract resulting from this solicitation, the "Covered Area" is the City of Duluth in St. Louis County, Minnesota.

See Instructions to Bidders for Federal requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended).

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to the City of Duluth in the amount of not less than 5% of the total bid or a surety bond in the amount payable to the Authority with the surety company thereon duly authorized to do business in the State of Minnesota, such Bid Security to be a guarantee that the bidder will not, without the consent of the Authority, withdraw his

bid for a period of 90 days after the opening of bids, and if the successful bidder, will enter into a contract with the Duluth Airport Authority and in connection therewith, give Public Contractor's Bond as required by law; and the amount of the certified check will be retained or bond enforced by the Authority in case the bidder fails so to do.

The Bid Security of the three lowest bidders will be retained until the contract is executed, but in no event longer than 90 days provided that the Bid Security of the lowest responsible bidder shall be retained in any event until the contract is executed and Public Contractor's Bond furnished as herein provided.

The bid of the lowest responsible bidder, provided said low bidder has made a good faith effort to meet the DBE contract goal will be accepted on or before the expiration of 90 days after the date of the opening of bids. In the event that the Authority deems it in its best interest to delay the award of the contract (i.e. if the federal funding for the project is delayed) the 90 day time period may be extended for up to one year if mutually agreed upon by both the bidder and the Authority. The Authority, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies.

Inquiries regarding Plans and Specifications may be directed to the Architect/Engineer of Record Reynolds, Smith & Hills, Inc. at (218) 722-1227, or the Construction Manager of Record, Kraus Anderson® Construction Company at (218) 727-8363. Plans and Specification will also be on file at the Duluth Purchasing Agent, the Duluth, Hibbing, Minneapolis & St. Paul Builders Exchanges, Reed Construction Document Processing, McGraw-Hill, and MEDA Plan Rooms.

Copies of Drawings and Specifications may be obtained on or after August 29, 2011. Order printed sets through Shel/Don Group Inc.'s online Plan Room at www.sheldonplanroom.com. Contact Jeanette Herubin, Shel/Don Group Inc., at 218-727-2817, for final non-refundable deposit cost. Non-refundable checks made payable to Shel/Don Group Inc. Plans can be picked up at Shel/Don Group Inc., 124 E Superior Street, Duluth, MN 55802 once required deposit has been received by Shel/Don Group Inc. This payment will not be refunded.

For a non-refundable \$20 fee you may obtain a CD containing an electronic version of the plans/specs/addendums and a hard copy of Bid Form Packet. Make check payable to Kraus-Anderson® Construction Company, 3716 Oneota Street, Duluth, MN 55807. Contact Kim Lofquist, phone 218-727-8363. The Bid Form Packet is available at Kraus-Anderson® Construction Company, Jobsite Work Trailer, 4525 Haines Road, Duluth, MN 55811.

Examination of Documents: Bidders shall carefully examine entire contents of Contract Documents prepared for the Work to become thoroughly familiar with all requirements.

Additional Compensation: Contractors shall not receive extra payments for conditions which can be determined by examining the site and the Contract Documents.

Duluth Airport Authority
By: Dennis Sears
City of Duluth Purchaser
100 City Hall
Duluth, MN 55802

To appear in DNT:
August 25 and 26, 2011

This advertisement is also available on the City of Duluth website at:
http://www.duluthmn.gov/purchasing/bid_information.cfm

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

471.425 Prompt payment of local government bills.

Subd. 1. Definitions. For the purposes of this section, the following terms have the meanings here given them.

(d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the metropolitan council or any board or agency created under chapter 473.

Subd. 4a. Prompt payment to subcontractors.

Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

HIST: 1985 c 136 s 5; 1995 c 31 s 1

INSTRUCTIONS TO BIDDERS

1. Use of Separate Bid Forms. These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders and are not to be detached from the contract document, filled out, or executed. **Separate copies of bid forms are furnished for that purpose.**
2. Interpretations or Addenda. No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Duluth. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the offices of the Purchasing Agent and City Architect at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract, and all bidders shall be bound by such addenda, whether or not received by the bidders.
3. Inspection of Site. Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing; and the City of Duluth will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.
4. Alternative Bids. No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.
5. Bids.
 - a. All bids must be submitted on forms supplied by the City of Duluth Purchasing Agent and shall be subject to all requirements of the contract documents, including the drawings, and these **Instructions to Bidders**. All bids must be regular in every respect; and no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.

- b. Bid documents including the bid and the bid guaranty shall be enclosed in an envelope which shall be sealed and clearly labeled with the project number, if any, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. If proposal is mailed, this envelope shall be placed in another envelope which shall be sealed and labeled with project number, if any, name of bidder, and date and time of bid opening -- and addressed to City of Duluth Purchasing Agent, 100 City Hall, Duluth, Minnesota 55802.
- c. The City of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached, and at its option may reject the same.
- d. If the contract is awarded, it will be awarded by the City of Duluth to a responsible bidder on the basis of the lowest bid and the selected alternative bid items. The contract will require the completion of the work according to the contract documents.
- e. Each bidder shall include in his bid the following information:

Principals -- Names
 Social Security Numbers
 Home Addresses, including city, state, & zip code

Firm -- Name
 Treasury Number
 Address
 City, State & Zip Code

Mechanical & Electrical Subcontractors -- Names of firms that will do the mechanical and electrical work and the amounts of the mechanical and electrical sub-bids, if applicable and when (where indicated on Bid Proposal Form).

6. Bid Guaranty.

- a. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.
- b. Revised bids submitted before the opening of bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the

opening of bids.

7. Collusive Agreements

- a. The successful bidder on each City of Duluth construction project shall be required to execute a City of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- b. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval, and an affidavit substantially in the form provided in Section 103 of General Conditions hereof.

8. Unit Prices. The unit price for each of the several items in the proposal of each bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications as provided for in Section 109 hereof.

9. Corrections. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10. Time for Receiving Bids.

- a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City Purchasing office that the non-arrival on time was

due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

- b. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.
11. Opening of Bids. At the time and place fixed for the opening of bids, the City Purchasing Agent will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
 12. Withdrawal of Bids. Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.
 13. Award of Contract: Rejection of Bids.
 - a. The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The bidder to whom the award is made will be notified at the earliest possible date. The City of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
 - b. The City of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents.
 14. Execution of Agreement: Performance and Payment Bond.
 - a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Duluth an agreement in the form as furnished by the City, in such number of copies as the City of Duluth may require.
 - b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish:
 - 1) A performance bond for the use and benefit of the City of Duluth to complete the contract according to its terms, and conditioned on saving the City of Duluth harmless from all costs and charges that may accrue on account of completing the specified work; and

- 2) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

Both the performance bond and the payment bond shall be in a penal sum of not less than the amount of the contract awarded. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, that of the agreement. A current power of attorney for the person who signs for any surety company shall be attached to such bonds.

- c. The failure of the successful bidder to execute such agreement to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Duluth may grant, based on reasons determined sufficient by the City of Duluth, shall constitute a default, and the City of Duluth may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Duluth for a refund.

15. Wages and Salaries.

- a. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.
- b. The rates of pay set forth under **General Conditions** are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

16. Equal Employment Opportunity. Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section II).

17. Employment and Business. Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the City of Duluth. Additionally, efforts should be made, if any work is subcontracted, to award subcontracts to concerns located in or owned in substantial part by persons residing in the City of Duluth.

18. Sales and Use Taxes. It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his liability from any sales, use, or excise tax that might be assessed in the

purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his expense, for which no direct compensation will be made by the City to the contractor over and above the accepted bid.

19. Pre-Bid/Pre-Construction Meetings.

- a. Seven (7) days prior to bid date, a pre-bid meeting will be held (see **Bid Form** for time and place). All prime bidders are requested to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any prime bidders to attend this meeting could jeopardize the contract award.
- b. Approximately seven (7) days after City Council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his construction schedule, cost breakdown, required submittals, etc.

20. Equal Employment Opportunity (EEO) Affirmative Action Policy Statement and Compliance Certificate.

- a. The successful bidder on each City of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
- b. Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

DIVISION 0
PROJECT IDENTIFICATION

00100 - INSTRUCTIONS TO BIDDERS

1. **NOTICE FOR BIDS:** Stipulated sum bids will be received for New Passenger Terminal, Duluth International Airport, Duluth, MN, for Bid Package 2B, as stated in the Invitation to Bid.
2. **RECEIVING AND OPENING OF BIDS:** Bids will be received as stated in the Invitation to Bid and will be opened immediately after the bid closing hour at a location designated by Owner. All bids must be submitted on the original Bid Form Packet provided with Contract Documents.

The Owner may consider informal any bid not prepared and submitted in accordance with provisions herein and may waive any informalities or reject any and all bids.

3. **MODIFICATION OF BIDS:** Oral, telephone or telegraphic bids or modifications to bids will not be considered.
4. **CONTRACTS:** Bids will be received and the project will be constructed under prime contracts as outlined in the Work Scope Descriptions.
5. **DRAWINGS AND SPECIFICATIONS ON FILE:** Bidding requirements, drawings and specifications are on file at the offices of the Construction Manager and RS&H, Inc., and the following locations:

Duluth Builders Exchange
802 Garfield Avenue
Duluth, MN 55802
Telephone: 218-722-2836

Minneapolis Builders Exchange
1123 Glenwood Avenue
Minneapolis, MN 55405
Telephone: 612-381-2620

St. Paul Builders Exchange
445 Farrington Street
St. Paul, MN 55103
Telephone: 651-224-7545

McGraw-Hill
7160 Blaine Avenue East
Inver Grove Heights, MN 55076
Telephone: 651-528-8872

Hibbing Plan Room
211 E. Howard Street
Hibbing, MN 55746
Telephone: 218-262-3895

Reed Construction Document Processing
30 Technology Parkway South, Suite 500
Norcross, GA 30092-2912
Telephone: 800-424-3996

MEDA c/o Franz Reprographics, Inc.
Attn: Evan Duncan
2781 Freeway Blvd. #100
Brooklyn Center, MN 55430
Telephone: 763-503-9335

DULUTH INTERNATIONAL AIRPORT
NEW PASSENGER TERMINAL
BID PACKAGE 2B
ISSUE FOR BID

SECTION 00100 - 1

00100 - INSTRUCTIONS TO BIDDERS

6. **INQUIRIES REGARDING PROJECT - DISCREPANCIES OR AMBIGUITIES:**
All inquiries, requests for clarifications, requests for consideration of materials not specified and similar questions shall be directed to RS&H, Inc. in writing. Discrepancies or ambiguities in, or omissions from, the drawings, specifications or other Contract Documents, or should there be doubt as to their meaning, an interpretation shall be requested from RS&H, Inc., in writing. All inquiries, requests for clarification, requests for consideration of materials and products, must be received by RS&H, Inc. by 5:00 p.m. CST on Tuesday, September 13, 2011 (unless longer periods are specified elsewhere in the specifications for certain work). It is the bidder's (and Contractor's) responsibility to bring all discrepancies, ambiguities, omissions or matters in need of clarification to the attention of RS&H, Inc. for interpretation and decision. If there is a discrepancy that is unclarified prior to the Bid, the Contractor shall be responsible for the more stringent interpretation of the unclarified condition.
7. **ADDENDA AND INTERPRETATIONS:** Replies to inquiries, requests for interpretations or clarifications and requests for consideration of materials which involve or provide information that is not already a part of bidding information will be contained in addenda and shall become a part of Contract Documents and incorporated in all bids submitted.

All bidders, submitting labor and/or supply bids, are responsible to ascertain what addenda have been issued prior to bid date, examining the addenda and determining the affect of addenda provisions on their Work Scope.

Interpretations, clarifications, modifications and supplemental instructions in form of written addenda will be provided to all prime contract bidders on record at the Construction Manager's office, and to Builders Exchanges where plans are on file. RS&H, Inc. and Owner will not be responsible for or honor any claims resulting from, or alleged to be the result of, misunderstanding by the bidder (or Contractor) of verbal discussion of the Project conditions prior to receiving bids. All verbal comments made during the bidding period are subject to inclusion in addenda; otherwise, they shall not be binding on Owner or RS&H, Inc.

During construction, discrepancies, ambiguities and intent not clarified by addenda will be subject to interpretation of RS&H, Inc. only, and work shall be provided in accordance with RS&H, Inc.'s interpretations.

Bidders shall state on bid form the number of addenda received.

00100 - INSTRUCTIONS TO BIDDERS

8. **PROCUREMENT OF DOCUMENTS FOR BIDDERS ON PRIME CONTRACTS:** Copies of Drawings and Specifications may be obtained on or after August 29, 2011. Order printed sets through Shel/Don Group Inc.'s online Plan Room at www.sheldonplanroom.com. Contact Jeanette Herubin, Shel/Don Group Inc., at 218-727-2817, for final non-refundable deposit cost. Non-refundable checks made payable to Shel/Don Group Inc. Plans can be picked up at Shel/Don Group Inc., 124 E Superior Street, Duluth, MN 55802 once required deposit has been received by Shel/Don Group Inc. This payment will not be refunded.

For a non-refundable \$20 fee you may obtain a CD containing an electronic version of the plans/specs/addendums and a hard copy of Bid Form Packet. Make check payable to Kraus-Anderson® Construction Company, 3716 Oneota Street, Duluth, MN 55807. Contact Kim Lofquist, phone 218-727-8363. The Bid Form Packet is available at Kraus-Anderson® Construction Company, Jobsite Work Trailer, 4525 Haines Road, Duluth, MN 55811.

9. **PLANS FOR SUBCONTRACTORS, MATERIAL DEALERS & QUANTITY SURVEYORS:** A complete set of drawings and specifications may be obtained as stated in #8 above.
10. **OBLIGATION OF BIDDER - EXAMINATION OF DOCUMENTS & SITE:** Each bidder (including subcontract bidder where appropriate) is responsible to visit the site and to fully inform himself and record his own investigations as to the extent of the Work, the extent of the work performed by other contractors under other construction packages, conditions under which the Work is to be performed, existing buildings and streets, conditions of the area, existing utilities and other features, type of soil, available facilities and difficulties that may be encountered in connection therewith, and other relevant items which will affect his bid or the Work.

Prior to submitting a bid, each bidder is required to examine all of the bidding requirements, all Contract Documents, all drawings and specifications for the Project (including those primarily for other Subcontracts), become thoroughly familiar with the scope of the Project and all factors and items of work which will affect his bid or the Work, whether shown or specified in documents primarily for Work of others or Work of this Contract.

DIVISION 0
PROJECT IDENTIFICATION

00100 - INSTRUCTIONS TO BIDDERS

No extras will be allowed the Contractor as a result of misunderstanding of the extent of scope of the Work as a result of his failure to study and record his own findings. Submission of a bid shall be proof that such examinations have been made and that bidder has recorded his own investigation and has become thoroughly familiar with all contract documents (including all addenda). The failure or omissions of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

11. **CONDITIONS OF WORK:** Each bidder must inform himself fully of conditions relating to the construction of the Project and the availability and employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract. Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor.
12. **PREPARATION OF BID:** Submit bids to Owner in accordance with the following requirements:
 - A. Submit Bid Form Packet in duplicate on the prescribed form, which is furnished with the specification, with full name and address of the bidder.
 - B. Completely fill in all blank spaces on the Bid Form, in ink or typewriter, in both words and figures.
 - C. Sign in longhand, executed by a principal duly authorized to enter into an agreement. If a bidder is a co-partnership, then signatures on the bid shall be by an authorized member of the firm, with names and addresses of each member of partnership.
 - D. Base bid (Basic Proposal) and all alternate bids shall be stated both in writing and in figures. In all cases, written and numerical figures must agree; otherwise at Owner's option, it shall be cause for rejection of bid. Complete form without interlineation, alteration, erasure.
 - E. Submit alternate prices (bid) for either increasing or decreasing the cost as called for on bid form and Description of Alternates. Submit a bid for all alternates, except those which may be denoted as optional.
 - F. Do not stipulate any other conditions, alternates or qualifications. Owner will not accept any condition not contained in specifications or other documents.

00100 - INSTRUCTIONS TO BIDDERS

G. Submit bid in a sealed envelope bearing (on the outside) name of the bidder, address, name of the Project and Work Scope for which bid is submitted. The official Bid Form Packet must be submitted. If forwarded by mail or other means of delivery, sealed envelope containing the bid must be enclosed in another envelope addressed as specified.

13. **BID SECURITY - EXECUTION OF CONTRACT:** With each bid, submit a certified check or cashier's check on a solvent bank, or bid bond, equal to five percent (5%) of amount of maximum bid submitted (including additive alternates) and made payable without recourse to City of Duluth.

For bid bonds, form may be surety's standard form or AIA Form A-310, duly executed by the bidder as principal, issued by a corporate surety company authorized to do business in the State of Minnesota, with copy of Power of Attorney attached, as well as proper acknowledgments.

Bid security in form of certified or cashier's check will be returned to all but the three lowest bidders within ten (10) days after opening of bids.

Bid security shall be forfeited to Owner as liquidated damages in the event bidder is awarded a Contract and he fails or refuses to execute the Agreement and furnish specified bond within ten (10) days after award, provided Agreement is ready for signature. If Agreement has not been prepared within ten (10) days, Contractor shall have two (2) days after its preparation for execution.

14. **WITHDRAWAL OF BIDS:** A bidder may withdraw his bid at any time prior to date set for receiving bids (or authorized postponement thereof). Thereafter, the bids may be withdrawn only after ninety (90) days has elapsed after bid date, provided Owner has not acted thereon.
15. **QUALIFICATIONS OF BIDDERS:** Owner may make such investigations as he deems necessary to determine the ability and responsibility of the bidder to perform the work, and any bidder shall furnish to Owner all such information and data for this purpose, as the Owner may request. Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein. The competence and responsibility of bidder will be considered in making an award, including, but not limited to: (1) proof of financial responsibility, (2) quality of similar work, (3) amount of experience with similar projects, (4) facilities, personnel and equipment, (5) reputation for performance, and (6) ability to complete the work within specified time. Owner reserves the right to reject any Bid where there is reasonable doubt as to the qualifications of the bidder.

00100 - INSTRUCTIONS TO BIDDERS

16. **ACCEPTANCE OF BID - AWARD OF CONTRACT:** Owner reserves the right to (1) accept bidder's Base Bid only, (2) accept any one or more of bidder's Alternate Bids, in any order regardless of the order in which they were listed, (3) reject all Bids, (4) award contract based on his investigation of bidders, as well as acceptance of alternates, all of which Owner deems to be in his best interest, (5) waive informalities or minor irregularities in bids and waive minor irregularities or discrepancies in bidding procedure.
17. **PERFORMANCE BOND:** Upon award of Contract, Contractor shall provide Performance and Payment Bonds in the amount of 100% of Contract Sum using the forms specified in the Contract Documents.
18. **SUBCONTRACTS - SUPPLIERS:** Proposed subcontractors are subject to Owner's, Construction Manager's and RS&H, Inc.'s acceptance. The right of rejection may be exercised when there is reasonable doubt the subcontractor (supplier) will be able to satisfactorily perform work under the Contract.
19. **COMPLETION TIME:** Commencement of Work and time of completion shall be an essential condition of the Contract. Work shall be completed within time specified, agreed upon and entered into Contract. Refer to Section 01041 for dates and further requirements of completion.
20. **WORK UNDER PREVIOUS CONSTRUCTION PHASES:** Bidders shall acknowledge that project work is being conducted under previous construction phases. Bidders shall acquaint themselves with the work of these previous phases in order to coordinate and understand the work of this contract. Plans and specifications for these phases are available for review at RS&H, Inc.'s office and Construction Manager's office.

END OF SECTION 00100



REQUEST FOR BID
DATE 8/23/2011
BID # 11-4403

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
100 CITY HALL
Duluth, MN 55802
Buyer: Dennis Sears
PHONE: 218-730-5340
FAX: 218-730-5921

NEW PASSENGER TERMINAL BUILDING
BID PACKAGE 2B

BID OPENING AT 2:00 PM on TUESDAY, SEPTEMBER 20, 2011

Note: all bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter and opening date. The City of Duluth reserves the right to split award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should state in proposal if bid price is based on acceptance of total order. Sales tax shall be included in the unit price. Bidder to state freight charges if the proposal F.O.B. is shipping point, freight not allowed. Low bid will not be the only consideration for award of bid. All pages shall be signed or initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid form.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE
FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID

BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT

Deposit shall mean cash, cashier's check or corporate surety bond payable to or in favor of the City of Duluth.

A PERFORMANCE BOND AND A PAYMENT BOND shall be required of the successful bidder, BOTH in the full amount of the bid.

INSURANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point: Jobsite

Tax: Federal Excise Tax Exemption
Account No. 41-74-0056 K

Vendor Email Address:	_____	FREIGHT CHARGE	\$ N/A
NAME:	_____	TOTAL BID PRICE	# See attached.
ADDR1:	_____	TO INCLUDE ANY ADDITIONAL PAGES.	
ADDR2:	_____		
ADDR3:	_____		
BY:	_____	PAYMENT TERMS	\$ N/A
(Print)	(Title)	F.O.B. POINT	Duluth Airport
(Signature)	(Tele. #)	DELIVERY DATE	N/A

The City of Duluth is an Equal Opportunity Employer.

00305 - BID FORM

(Bidder may copy this form on his own letterhead)
SUBMIT IN DUPLICATE

BID FORM

BID TO: Duluth Airport Authority;
By the City Purchasing Agent
Room 100 City Hall
Duluth, MN 55802

BID FROM: _____

FOR REFERENCE ONLY

Actual Bid Form

MUST be obtained through

Kraus-Anderson® Construction Company

In accordance with the Invitation to Bid and the proposed Contract Documents prepared by Reynolds, Smith and Hills, Inc., relating to the construction of:

Duluth International Airport
New Passenger Terminal
Bid Package 2B
Duluth, Minnesota

the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the Work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials, equipment, applicable permits and taxes required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids:

Instructions for Submitting Base Bids:

- For bidders wishing to submit bids on more than one Work Scope, space has been provided to submit bids for Multiple Work Scopes on the same Bid Form.
- State Base Bid in both words and figures in spaces provided.
- Bidders submitting bids for more than one Work Scope are invited to submit a combined bid for work included under all Work Scopes for which Bidder is submitting a bid.

1. Base Bid for Work Scope No. 6.21B Title Wall Systems & Casework

Bid Amount: _____ \$ _____

DULUTH INTERNATIONAL AIRPORT
NEW PASSENGER TERMINAL
BID PACKAGE 2B
ISSUE FOR BID

SECTION 00305 - 1

00305 - BID FORM

2. Base Bid for Work Scope No. 7.21B Title Joint Sealants

Bid Amount: _____ \$ _____

3. Base Bid for Work Scope No. 8.21B Title Glass & Glazing

Bid Amount: _____ \$ _____

4. Base Bid for Work Scope No. 9.21B Title Ceiling Systems

Bid Amount: _____ \$ _____

5. Base Bid for Work Scope No. 9.22B Title Flooring & Tile

Bid Amount: _____ \$ _____

6. Base Bid for Work Scope No. 9.23B Title Terrazzo

Bid Amount: _____ \$ _____

7. Base Bid for Work Scope No. 9.24B Title Painting

Bid Amount: _____ \$ _____

8. Base Bid for Work Scope No. 10.21B Title Specialties, MATERIAL ONLY

Bid Amount: _____ \$ _____

9. Base Bid for Work Scope No. 10.22B Title Signage

Bid Amount: _____ \$ _____

10. Base Bid for Work Scope No. 12.20B Title Window Treatments

Bid Amount: _____ \$ _____

11. Base Bid for Work Scope No. 12.21B Title Public Area Furniture

Bid Amount: _____ \$ _____

12. Base Bid for Work Scope No. 12.22B Title Gate Seating

Bid Amount: _____ \$ _____

13. Base Bid for Work Scope No. 13.21B Title Computer Controlled Access

Bid Amount: _____ \$ _____

14. Base Bid for Work Scope No. 13.22B Title Flight Display

Bid Amount: _____ \$ _____

15. Base Bid for Work Scope No. 13.23B Title Network Systems

Bid Amount: _____ \$ _____

00305 - BID FORM16. Base Bid for Work Scope No. 14.20B Title Elevators & Escalators

Bid Amount: _____ \$ _____

17. Base Bid for Work Scope No. 15.21B Title Plumbing Fixtures

Bid Amount: _____ \$ _____

18. Base Bid for Work Scope No. 16.21B Title Electrical Generator

Bid Amount: _____ \$ _____

19. Base Bid for Work Scope No. 16.22B Title Public Announcement System

Bid Amount: _____ \$ _____

Combined Base Bid:

Work Scope Numbers and Titles on which Combined Bid is based:

Work Scope No. _____ Title: _____

Work Scope No. _____ Title: _____

Work Scope No. _____ Title: _____

Work Scope No. _____ Title: _____

Work Scope No. _____ Title: _____

Combined Bid Amount: _____ \$ _____

Unit Prices:

Refer to Section 01014 individual Work Scopes for complete description of Unit Prices.

		ADD	DEDUCT
Unit Price No. _____	to Work Scope _____	\$ _____ / _____	\$ _____ / _____
Unit Price No. _____	to Work Scope _____	\$ _____ / _____	\$ _____ / _____
Unit Price No. _____	to Work Scope _____	\$ _____ / _____	\$ _____ / _____
Unit Price No. _____	to Work Scope _____	\$ _____ / _____	\$ _____ / _____
Unit Price No. _____	to Work Scope _____	\$ _____ / _____	\$ _____ / _____

DULUTH INTERNATIONAL AIRPORT
NEW PASSENGER TERMINAL
BID PACKAGE 2B
ISSUE FOR BID

SECTION 00305 - 3

00305 - BID FORM

		ADD	DEDUCT
Unit Price No. _____	to Work Scope _____	\$ _____/_____	\$ _____/_____
Unit Price No. _____	to Work Scope _____	\$ _____/_____	\$ _____/_____
Unit Price No. _____	to Work Scope _____	\$ _____/_____	\$ _____/_____
Unit Price No. _____	to Work Scope _____	\$ _____/_____	\$ _____/_____
Unit Price No. _____	to Work Scope _____	\$ _____/_____	\$ _____/_____
Unit Price No. _____	to Work Scope _____	\$ _____/_____	\$ _____/_____
Unit Price No. _____	to Work Scope _____	\$ _____/_____	\$ _____/_____

Alternates:

Refer to Section 01230 for complete description of Alternates.

		ADD	DEDUCT
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____
Alternate No. _____	to Work Scope _____	\$ _____	\$ _____

DULUTH INTERNATIONAL AIRPORT
NEW PASSENGER TERMINAL
BID PACKAGE 2B
ISSUE FOR BID

SECTION 00305 - 4

00305 - BID FORM

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

<u>Addenda No.</u>	<u>Dated</u>	<u>Addenda No.</u>	<u>Dated</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 90 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to the Construction Manager the Performance Bond, Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Execution of Proposal: The entity(ies) signing this proposal is fully authorized to sign on behalf of the named firm and to fully bind the named firm to all of the conditions and provisions of the Contract. This proposal shall remain valid and not be withdrawn for 90 calendar days after bid due date.

Submitted this _____ day of _____, 20_____.

Name of Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Bidder is: (check one)

☐ Individual

☐ Partnership

☐ Corporation

00305 - BID FORM

If Bidder is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary. If a partnership, give names of all individual co-partners composing the firm. If an individual, give first and last name in full.

Name (typed or printed): _____

Signature: _____

Title: _____

FOR REFERENCE ONLY
Actual Bid Form
MUST be obtained through
Kraus-Anderson® Construction Company
END OF DOCUMENT

City of Duluth Purchasing Division

General Specifications

The word "City" used in these specifications shall mean the city of Duluth and/or its Authorities.

1. Instruction to Bidders:

- A. All bids must be completed in a non-erasable format on the form provided by city of Duluth, errors are to be crossed out and initialed.
- B. All bids must be enclosed in a sealed envelope.
- C. The enclosed blue and white sticker must be placed on the outside of envelope.
- D. The bid envelope shall be addressed to the city of Duluth, Purchasing Division, Room 100 City Hall, Duluth, Minnesota 55802.

2. Non-Collusion Clause:

Vendor, their agent/employee hereby agree to comply and fully perform in accordance with the law and state that they have not, directly or indirectly, entered into an agreement or understanding, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted with respect to the above-referenced invitation to bid. Vendor fully acknowledges that such an act of non-compliance may be deemed unlawful and would be considered a violation of the law and subject to prosecution.

3. Award of Contract - Rejection of Bids:

The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for bids. The bidders, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

5. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

6. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the city, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).

7. Completion of Bid Request:

The city may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

8. E.E.O. Regulations:

Contractor will be required to comply with all applicable Equal Employment Opportunity (E.E.O.) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin.

The city of Duluth is an equal opportunity employer.

9. Participation:

This document is intended to serve the city of Duluth, its Agents and Authorities. Each authority may issue their own purchase order and will be responsible for it. The City of Duluth Authorities are as follows:

- 1. Duluth Airport Authority
- 2. Spirit Mountain Recreational Area Authority
- 3. Duluth Entertainment and Convention Center
- 4. Duluth Transit Authority
- 5. Duluth Economic Development Authority
- 6. Duluth Housing and Redevelopment Authority

The city has a cooperative purchasing agreement with St. Louis county allowing the county to purchase from this bid when requested. St. Louis county will issue and be responsible for its own purchase orders.

10. Qualifications of Bidder

The city may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the city that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

11. Addenda and Interpretations

Responses to general questions and clarifications of bids may be made at the discretion of the city. However, no interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and delivered or sent by facsimile to the city purchasing agent or the buyer shown on the bid request, Duluth, Minnesota 55802, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids.

12. Award of Contract - Rejection of Bids:

In determining the successful bidder, there will be considered in addition to price (per Ordinance 7050):

- A. The ability, capacity and skill of the bidder to perform the contract.

- B. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- C. The quality of performance of previous contract.

- D. The sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract.

13. Quantities:

The city reserves the right to increase or decrease the quantities of items on this bid as required. Any exception to this provision must be noted by the vendor in its bid or proposal.

14. Wages and Salaries:

- A. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees for all "Public Works" type projects estimated to exceed \$2,000.

B. The rates of pay set forth under General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

15. Validity of Bids: 90

All bids shall be valid for 60 days from the date of bid opening, unless an other period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60 day period. 90

16. Facsimile Bids:

Facsimile bids are acceptable if: bids are received at the designated facsimile number prior to the scheduled bid opening and an original copy of the bid, identical to the "faxed" bid, is received within 48 hours of the bid opening. Facsimile bid deposits are not acceptable. The city shall endeavor to keep bids confidential, but will accept no responsibility for the confidentiality of facsimile bids. All bids or proposals returned by facsimile are understood to incorporate these general specifications.

17. Insurance:

All vendors doing work on city property, except vendors making routine deliveries, shall submit an insurance certificate indicating insurance coverage as per current city requirements.

18. Website:

ci.duluth.mn.us/city/service/purchasing/index.htm

DIVISION 0
CONDITIONS OF THE CONTRACT

00500 - LIST OF CONTRACT FORMS

1. FORMS INCLUDED

A. The following is a list of forms and standards applicable to this Project.

- Bid Form: As bound in this Project Manual. Submit exact form in duplicate. Use of Bid Form Packet is mandatory.
- Bid Bond Form: The standard form of a surety, authorized to do business in Minnesota and meeting all requirements, will be acceptable. Standard AIA Document A-310 will be acceptable. Submit with Bid with proper Power of Attorney certificate and acknowledgment. See attached.
- Agreement: The Contract form as specified in Contract Documents. See attached.
- Performance/Payment Bond: Forms shall be submitted by awarded contractor using the Duluth Airport Authority forms as specified in the Contract Documents. See attached. Submit in two copies, with proper Power of Attorney and acknowledgment upon execution of contract agreement with Owner.

END OF SECTION 00500

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and _____
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Obligee, in the sum of _____
Dollars (\$ _____).

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No.: _____
(Here insert full name, address, and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

(Witness)

{ _____ (Principal) _____ (Seal)

(Title)

(Witness)

{ _____ (Surety) _____ (Seal)

(Title)

CONTRACT

"CONTRACTOR NAME"

NEW PASSENGER TERMINAL-BID PACKAGE 2B

"Duluth International Airport Project Name"

FAA AIP No. 3-27-0024-XX-11

Mn/DOT Project No. _____

THIS CONTRACT is made and is in effect as of this ____ day of _____, 2011, by and between the Duluth Airport Authority, (the "OWNER") and "_____", (the "CONTRACTOR").

THE PARTIES AGREE AS FOLLOWS: The Contractor, for and in consideration of the mutual promises contained herein, and the payment to Contractor of an amount not to exceed _____

"CONTRACT AMOUNT IN WORDS" \$ _____ "CONTRACT AMOUNT IN NUMBERS"

based on the Contractor's bid, dated March 1, 2011, which is hereby made a part of this Contract and appended hereto as Exhibit A, agrees to competently perform the various items of work and construct the projects therein indicated at Duluth International Airport (the "Airport") in accordance with the "New Passenger Terminal Bid Package 2A-Site Work, Structure and Enclosure" Contract Documents and Specifications hereinafter referred to as Exhibit B dated

_____"DATE OF DOCUMENTS"

Said Exhibit B is hereby made a part of and basis of this Contract, and a true copy of said Exhibit B is now on file in the office of the Owner.

In the event of a conflict between any of the terms and conditions of this Contract and the Exhibits, such terms and conditions shall be deemed to be controlling in this order:

- (1) This Contract, (2) then Exhibit B, (3) then Exhibit A.

The parties further agree as follows:

1. That in consideration of the foregoing, the Owner hereby agrees to pay to the Contractor, promptly and according to the requirements of this Contract, the amount set forth above subject to the conditions as set forth in this Contract.
2. That it is understood that the parties named herein are the only persons interested in this Contract as principals. The parties do not intend to create any third party beneficiaries to this Contract. No employee or agent of Contractor shall be an employee or agent of Owner for any purpose.
3. That the Contractor has examined the site of the proposed work, plans and specifications, special provisions, contract documents, and all addenda in order that the Contractor might become familiar with the character, quality, and quantity of the work to be performed, the materials to be furnished and the requirements of the specifications, special provisions and contract documents.
4. That the Contractor certifies to be in compliance with all Human Rights, Affirmative Action and Equal Opportunity Requirements of state, federal, or local laws, all applicable drug and alcohol regulations, including the DAA drug and alcohol policy, and all other laws, rules, and regulations as are included in this Contract or are otherwise applicable to Contractor. Violation of any of these rules is grounds to void this contract.
5. That in the event any surety upon any bond furnished in connection with this Contract becomes unacceptable to the Owner, or if any such surety shall fail to furnish reports as to its financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional surety as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

6. That the Contractor shall not commence any work to be performed under this Contract until the Contractor has obtained from responsible insurance companies all insurance required as set forth in the provision entitled "Insurance and Indemnification Requirements" found in Part 5 - Supplementary General Conditions as contained in Exhibit B. The Owner and the City of Duluth, (the "City") shall be named as additional insureds on Contractor's Certificate of Insurance specific to Public Liability and Automobile Liability coverage. The Contractor shall maintain this insurance in full force and effect until the work to be performed under this Contract has been accepted by the Owner. Further, the Contractor shall indemnify the Owner and the City as set forth in said "Insurance and Indemnification Requirements" found in Part 5- Supplemental General Conditions contained in Exhibit B.
7. That should it become necessary to change any feature of the project from the terms and conditions set forth herein, this shall be done by written and dated supplemental agreement (change order). The Contractor shall not start working on any work requiring a supplemental agreement until the written agreement setting forth the adjusted prices shall be dated and executed by the Owner and the Contractor.
8. That the Contractor at all times shall observe and comply with all Federal, State, Territory or Possessions, and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the work, including MSA 471.425 on prompt payment to subcontractors as set forth in Exhibit B, and 49 CFR Part 1520, Protection of Sensitive Security Information.
9. That it is further understood and agreed by the parties to this Contract that the work specified herein shall be commenced in accordance with Exhibit B. The time of commencing and completion of said work is the essence of this Contract and the Contractor shall complete all work in accordance with Exhibit B.

Liquidated damages shall be assessed as listed in the Contract Documents and Specifications: General Provisions, 80-08 Failure to Complete Work on Time on page GP-38-39 (\$3,000.00 per Calendar Day).

10. The books, records, documents and accounting procedures and practices of the Contractor as they relate to this Contract are subject to examination of the Owner, the City, and either the Legislative Auditor or the State Auditor, as appropriate, for a period of six (6) years following termination or expiration of this Contract.

The Federal Government, including the Comptroller General of the United States, has the right to examine or audit relevant financial records regarding this Contract for a period not to exceed six (6) years after expiration of the term of this Contract. Contractor shall maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Contract shall be maintained and made available until such disputes have been resolved. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

The Contractor shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. The Transportation Security Administration Contracting Officer "TSA CO" or the authorized representative of the TSA CO shall have the right to examine and audit those records at any time, or from time to time. The right of examination shall include inspection at all reasonable times at the offices of the Contractor.

11. Kraus-Anderson Construction Company as the Construction Manager and Reynolds Smith and Hills, Inc. as the architect/engineer, will provide administration of this Contract and

will be the Owner's representatives for purposes of this Contract; provided, however, that the Owner's Executive Director (the "Executive Director") will be the Owner's representative for purposes of Paragraph 13.

12. The Contractor shall not contract with a proposed person or entity to whom the Owner reasonably objects.
13. In addition to the events of default set forth in Paragraph a through I in Section 80-09 of Exhibit B, it shall be deemed to be an event of default by the Contractor if the Contractor fails to observe or perform any of the terms, provisions, conditions, covenants or agreements required to be observed or performed under this Contract or so fails to administer the work as to endanger the performance of this Contract.

The Executive Director shall have the discretion to implement one or more of the following remedies in the event of a default:

- a. Terminate this Agreement immediately upon written notice.
- b. Provide Contractor with written notice of default setting forth a time period within which to cure the default, and if such default is not cured to the satisfaction of the Executive Director within said time period, the Executive Director may immediately terminate this Contract.
- c. Take the prosecution of the work out of the hands of the Contractor or surety, appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable, enter into an agreement(s) for the completion of said Contract according to the terms and provisions hereof, and/or use such other methods as in the opinion of the Executive Director will be required for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner, together with the cost of completing the work under Contract, will be deducted from any monies due or which may become due the

Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

- d. Seek and be entitled to injunctive or declaratory relief to prevent violation of the terms and conditions of this Contract or compel Contractor's performance of its obligations hereunder.
- e. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to Owner.

The remedies provided under this Contract shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any event of default under this Contract.

- 14. Any waiver by any party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.
- 15. This Contract is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.
- 16. Notice to the Owner or the Contractor provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the Owner as follows: Duluth Airport Authority, 4701 Grinden Dr., Duluth, MN 55811 and addressed to the Contractor as follows: _____

"NAME AND COMPLETE ADDRESS OF CONTRACTOR" or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

17. This Contract, including all exhibits and addenda, constitutes the entire Contract between the Owner and the Contractor and supersedes all prior written oral agreements and negotiations between the parties relating to the subject matter hereto.
18. The Contractor represents to the Owner that the officers of the Contractor who executed this Contract on its behalf are fully authorized to do so, and that this Contract when thus executed by said officers of the Contractor on its behalf shall constitute and be the binding obligation and agreement of the Contractor in accordance with the terms and conditions hereof.

The parties hereto have duly executed this Contract for the purpose herein expressed this _____ day of _____, 2011.

DULUTH AIRPORT AUTHORITY

"NAME OF CONTRACTOR"

By _____
John M. Eagleton
President

By _____
NAME: _____
TITLE: _____

By _____
Robert C. Pearson
Secretary

By _____
NAME: _____
TITLE: _____

Approved as to form:

Joan Christensen
Assistant City Attorney



DULUTH AIRPORT AUTHORITY
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we:

(contractor's name)

(hereinafter called the "Contractor") located at: _____

(contractor's address)

and _____

(surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

(surety's address)

are held and firmly bound unto the Duluth Airport Authority (hereinafter called the "Owner"), for the benefit of persons furnishing labor and materials for the contract set forth below, in the penal sum of _____ Dollars (\$_____) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the payment of all labor and materials supplied by any person in the performance of a written contract for the purpose of:

according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall make payments, as they may become due, to all persons supplying "labor and materials," as defined in Minnesota Statutes Section 574.26, used directly or indirectly by the Contractor, or his Subcontractor, in the prosecution of the work provided for in the contract,
- B) If the Contractor shall indemnify the owner or other claimant for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

Then, this obligation shall be void; otherwise it shall remain in full force and effect.

And, the said Contractor and Surety agree that in accordance with Minnesota Statutes Section 574.26 not only said Duluth Airport Authority, but any person furnishing "labor and materials," as defined in Minnesota Statutes 574.26, may sue on this bond for their use on account of any sums due them for anything so furnished.

The Contractor and the Surety do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of _____, 20____.

Name of Principal

By

Name of Surety

By _____
Attorney-in-Fact

ACKNOWLEDGEMENTS

State of Minnesota)

) ss. Principal – Individual

County of St. Louis)

This instrument was acknowledged before me on _____
by _____.

Notary Seal

Notary Public

State of Minnesota)

) ss. Principal – Corporate or Partnership

County of St. Louis)

This instrument was acknowledged before me on _____
by _____ as _____
of _____.

Notary Seal

Notary Public

State of Minnesota)

) ss. Surety

County of St. Louis)

Be It Known, That on this _____ day of _____ A. D., 20____, came before me personally
_____, to me personally known, who being
by me duly sworn, did say that he/she is the _____ (title)
of _____

the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State
of Minnesota showing that it is authorized to contract as a surety; and said _____
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF

Dated this _____ day of _____, 20 ____ Dated this _____ day of _____, 20 ____

Finance Director Duluth MN

Assistant City Attorney, Duluth MN



DULUTH AIRPORT AUTHORITY
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we:

(contractor's name)

(hereinafter called the "Contractor") located at: _____

(contractor's address)

and _____
(surety's name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the "Surety") located at:

(surety's address)

are held and firmly bound unto the Duluth Airport Authority (hereinafter called the "Owner"), in the penal sum of _____ Dollars (\$ _____) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the faithful performance of a written contract for the purpose of:

according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

- A) If the Contractor shall in all respects comply with the terms and conditions of the Contract (which includes the contract documents) and such alterations as may be made in said contract as documents therein provide for, and shall complete the contract in accordance with its terms,
- B) If the Contractor shall indemnify, defend and save harmless the owner from all costs, expenses, damages, injury or conduct, want or care or skill, negligence or default, including patent infringement on the part of the Contractor, agents or employees, in the execution or performance of the contract,
- C) If the Contractor shall indemnify the Owner for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,

D) If the Contractor shall comply with all laws pertaining to doing the work under the contract,

Then, this obligation shall be void; the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the Contractor will be entitled on the completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, and any damages, direct or indirect, or consequential, which the Owner may sustain on account of the work, or on account of the failure of the Contractor to properly and in all things, keep and execute all of the provisions of the Contract, provided however that Surety's liability to pay damages is limited to the amount of the Performance Bond as set forth above.

And, the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will employ and fully protect the said Owner against and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of said work, repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents or servants, or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid, or otherwise. For the purpose of this paragraph, a subcontractor shall be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of _____, 20____.

Name of Principal

By

Name of Surety

By
Attorney-in-Fact

ACKNOWLEDGEMENTS

State of Minnesota)
) ss. Principal – Individual
County of St. Louis)

This instrument was acknowledged before me on _____
by _____.

Notary Seal

Notary Public

State of Minnesota)
) ss. Principal – Corporate or Partnership
County of St. Louis)

This instrument was acknowledged before me on _____
by _____ as _____
of _____.

Notary Seal

Notary Public

State of Minnesota)
) ss. Surety
County of St. Louis)

Be It Known, That on this _____ day of _____ A. D., 20____, came before me personally
_____, to me personally known, who being
by me duly sworn, did say that he/she is the _____ (title) of

the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State
of Minnesota showing that it is authorized to contract as a surety; and said _____
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal

Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDTY HEREOF

Dated this _____ day of _____, 20 ____

Dated this _____ day of _____, 20 ____

Finance Director, Duluth MN

Assistant City Attorney, Duluth MN

FINAL RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars (\$ _____), paid by **the Duluth Airport Authority** hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for Bid Schedule(s) _____, does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____, 20 ____, known as **New Passenger Terminal Bid Package 2B**, except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and material suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20 ____.

WITNESSES:

CONTRACTOR

By: _____

STATE OF _____

Title: _____

COUNTY OF _____

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

(NOTARY SEAL)

NOTARY PUBLIC
My Commission Expires: _____

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

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

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal Tax return)

DATA FOR LABOR COST BIDDING

Project No.: 03-27-0024-XX-11

NEW PASSENGER TERMINAL BID PACKAGE 2B

This **project is funded** by (bold/underline those which apply):

City of Duluth

Federal Government

HUD/CDBG - see Section 10 of Supplementary
General Conditions, Part II

State of Minnesota

The **base workweek** may be (bold/underline those which apply):

Five 8-hour days

or

Four 10-hour days

Each certified payroll must indicate the base workweek on the accompanying Statement of Compliance form.

OVERTIME REQUIREMENTS:

For City, State, and Federal funded projects, overtime must be paid on daily hours worked in excess of the base daily hours. Contractors (including sub-contractors) are not allowed to pay overtime solely on hours in excess of forty per week.

HUD projects, however, do allow payment of overtime after forty hours per week—this is the only exception.

WAGE RATES

When both State of Minnesota and Federal Government (general decision) wage rates are included in a contract, the higher of the two rates for any classification must be paid.

State of Minnesota prevailing wages typically list two rates for each classification with two effective dates. Should any City of Duluth contract continue to and past the second effective date, that rate and fringe benefit will be in effect through the remainder of the project.

T:\P\2131882.099 DLH TERMINAL DESIGN PHASE 2\TERMINAL BID PKG 2B\DOCS\J-DELIVERABLES\J.3 SPECIFICATIONS\FINAL BOUND COPY OF BP 2B
SPECS\PART 2 BID
INFO\17 BP2B DATA FOR
LABOR COST
BIDDING.WPD

DIVISION 0
GENERAL REQUIREMENTS

00829 - PROJECT LABOR AGREEMENT

1. PROJECT LABOR AGREEMENT

- A. Each contractor and subcontractor, having submitted a bid on this project, certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interest of such harmony and the long-term supply of skilled manpower, each successful contractor and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, will agree to abide by the provisions of the Project Labor Agreement as made as of the 1st day of July, 2009, by and between Owner, Kraus-Anderson® Construction Company (Construction Manager for new construction projects in current overall construction program), and To Be Determined and its affiliated local unions, and will be bound by the provisions of that agreement in the same manner as any other provision of the Contract. A copy of the draft agreement is available for inspection at the office of the Construction Manager, Kraus-Anderson® Construction Company, 4525 Haines Road, Duluth, Minnesota, and is included by reference in these Contract Documents as fully as if herein set forth.

END OF SECTION 00829

PROJECT LABOR AGREEMENT

NO STRIKE, NO LOCKOUT

PUBLIC SECTOR

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AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement") is entered into effective the 1st day of July, 2009, by and between the various contractors engaged in the construction of facilities to be known as the New Duluth International Airport Passenger Terminal Project (hereinafter "Project"). The parties are as follows: The Duluth Building and Construction Trades Council, on behalf of its affiliated Local Unions (hereinafter "Union" or "Unions"), the Duluth Airport Authority, (hereinafter "Owner") and Kraus-Anderson Construction Company (insert contractor), (hereinafter "Construction Manager", "Contractor" and "Contractors").

It is understood by the parties to this Agreement that it is the policy of the Owner that the construction work covered by this Agreement shall be contracted to Contractors who agree to be bound by the terms of this Agreement. As a condition of working on the Project, all contractors of whatever tier shall execute this agreement for the purpose of covering all work that falls within the scope of Agreement. This Project Labor Agreement is a material term of the bid specifications for the Project and therefore, regardless of whether a Contractor executes this Agreement, by virtue of the Owner and/or Construction Manager accepting the bid offer of the Contractor, a Contractor who performs work on this Project is bound to this Project Labor Agreement regardless of their execution of this Agreement. The Construction Manager shall monitor compliance with this Agreement by all Contractors who through their execution of this Agreement, together with their sub-contractors, have become bound hereto.

The term "Contractor" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

The Union and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Owner and the performance of the construction by the Contractor of the Project. This Agreement represents the complete understanding of the parties with respect to this Project Labor Agreement, and it is further understood that no Contractor party is required to sign any local area agreement as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not explicitly set forth in this Agreement shall be binding on any other party unless endorsed in writing by the Project Contractor.

ARTICLE I - PURPOSE

The New Duluth International Airport Passenger Terminal Project, an undertaking of the Owner, is a public project which will employ numbers of skilled and unskilled workers. Construction of the Project will entail utilization of the construction industry in an area having multiple labor contracts and employer associations. Consequently, conflicts within labor-management relations could cause delay or disruption of the efficient completion of the project unless maximum cooperation of all segments of the construction industry is obtained. This Agreement is to establish as the minimum standards on the Project the hours and working conditions as those prevailing for the largest number of workers engaged in the same classes of work within the area.

It is in the public interest that the Project progress and be completed in an expeditious and efficient manner, free of disruption or delay of any kind. Therefore, it is essential to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Therefore, the Unions agree not to engage in any strike, slowdown or interruption of work and the Contractor agrees not to engage in any lockout.

ARTICLE II - SCOPE OF THE AGREEMENT

Section 1. This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement," shall apply and is limited to all construction work included in all Bid Categories for the Project, under the direction of the signatory Contractors and performed by those Contractor(s) of whatever tier which have contracts awarded for such work on or after the effective date of this Agreement with regard to the Project.

Such Project is generally described as the construction of: New Duluth International Airport Passenger Terminal Project ("Project").

Section 2. The Contractor shall ensure that all direct subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of the Project Labor Agreement.

Section 3. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisory employees as defined by the National Labor Relations Act.

Section 4. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A.

Any contractor performing work on the project who is not party to a Local Area Labor Agreement (PLA Contractor) agrees to install the basic hourly wage rates, hours, working conditions, referral procedures and all other terms as fully set forth in the Local Area Agreements negotiated with the Local Unions set forth in Exhibit A work on the Project.

Section 5. The Contractors agree to pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A.

Contractors that are not signatory to a collective bargaining agreement beyond the scope of this Agreement ("PLA contractor") may select to participate in the legally established industry health reimbursement arrangement ("HRA") plan, in lieu of contributing to the respective bona fide benefit funds as designated in Schedule A. The amount of the contribution is based on the difference between the contribution amount of the bona fide Schedule A benefit funds and the cost of the PLA contractor's bona fide non-discretionary plans. Contributions must be made on behalf of named employees. Participating contractors will submit to the Trustees of the HRA trust and plan a copy of their plan, summary plan description, and the premium structure for workers covered under the PLA contractor's bona fide, non-discretionary plans. The value of the PLA contractor's benefit plans are subject to confirmation by the Trustees of the HRA trust and plan. This may include an independent audit according to a policy as established by the Trustees. Contractors are required to submit certified payroll reports to the Trustees or authorized administrator in order to confirm compliance with the terms of the HRA trust and plan.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements (or in lieu thereof, the aforementioned HRA plan and trust including any policies) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 6. In the event of any conflict between any provisions of this Agreement and in the Local Area Agreements, the terms of this Agreement will be applied. In other words, where a subject covered by the provisions of this Project Labor Agreement is also covered by the Local Area Agreement the provisions of this Project Labor Agreement shall prevail. Where a subject is covered by the Local Area Agreement and not covered by this Project Labor Agreement, the Local Area Agreement provisions shall prevail.

Section 7. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 8. This Agreement shall be limited to work historically recognized as construction work. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may occur in or around the Project site or be associated with the development of the Project, or with the ongoing operations of the Owner.

Section 9. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Union agrees that this Agreement does not have the effect of creating any joint employment status between or among Owner and any Contractor.

Section 10. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of the Minnesota state prevailing wage law and are entitled to the appropriate area standard wage. For purposes of this contract, such materials are for specified future use and per Minnesota state prevailing wage law delivery and pick up of the above-listed materials constitutes incorporation.

ARTICLE III - UNION RECOGNITION AND REPRESENTATION

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement.

Section 2. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with the posted visitor and security and safety rules of the Project.

ARTICLE IV - LABOR HARMONY CLAUSE

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the Owner may have, including without limitation the right to terminate the contract.

ARTICLE V - WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strike, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory, or any other organization, at or in proximity to the Project site is a violation of this Article.

Section 2. Any party alleging a breach of Section 1., of Article IV shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm, and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the court.

ARTICLE VI - DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. The Construction Manager/General Contractor and the Building and Construction Trades Council shall each assign a representative to this Project for the purpose of assisting the Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

Each Contractor shall hold a pre-job conference with the Union and Construction Manager/General Contractor to clear up any project question and work assignments in which there is thought to be a difference in opinion. Every effort will be made to hold such conference well in advance of actual work performance.

Section 2. The Contractor, Union, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes over grievances in accordance with the arbitration provisions set forth in the Local Area Agreements in effect with the Unions listed in Schedule A attached hereto.

ARTICLE VII - JURISDICTIONAL DISPUTES

Section 1. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

Section 2. Building construction work shall be assigned by the Contractor in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the "Plan"). Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with the provisions of the Plan.

Section 3. Where a jurisdictional dispute involves the International Brotherhood of Teamsters, it shall be referred for resolution to that International Union and the disputing International Union. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor. The assignments made by the Contractor shall be followed until such time as the dispute is resolved in accordance with this Section.

ARTICLE VIII - NO DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1., should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE IX - SAVINGS AND SEPARABILITY

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE X - DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective July 1, 2009 and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.


The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

ARTICLE XI – COUNTERPARTS

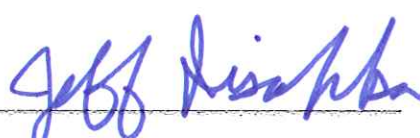
This Project Labor Agreement maybe executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto.

IN WITNESS WHEREOF the parties have entered into this Agreement to be effective as of the day and year above written.


Duluth Building and
Construction Trades Council

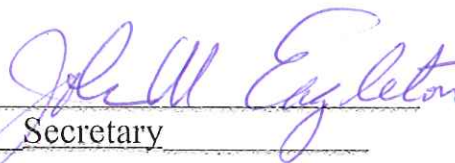
By 
Its President

Construction Manager

By 
Its VP - DIR. OF OPERATIONS

Owner

By 
Its President

By 
Its Secretary

AGREEMENT TO BE BOUND
PROJECT LABOR AGREEMENT

The undersigned EMPLOYER agrees that it has reviewed a copy of the Project Labor Agreement for the NEW DULUTH INTERNATIONAL AIRPORT TERMINAL Project located in Duluth, Minnesota and further agrees to become a party to and bound to the foregoing Agreement.

SIGNED FOR THE EMPLOYER:

Dated: _____

Company Name

Company Address

Phone No., Job Site and/or Office

Fax No.

By

Title

00830 - WAGE DETERMINATION SCHEDULE

GENERAL

1. WAGE RATE REQUIREMENTS

- A. Contractor and subcontractors shall be subject to payment of prevailing wage rates for highway and heavy and commercial construction determined for Project by Minnesota Department of Labor and Industry. A laborer or mechanic employed directly on the Project site by Contractor or any subcontractor, agent or other person doing or contracting to do all or a part of the Work on the Project shall not be paid a lesser wage rate than prevailing wage rate determined for same or most similar trade or occupation in the Wage Rate Determination Schedule. If a prevailing wage determination is not scheduled for a trade or classification, Contractor is not relieved from responsibility for paying the prevailing wage rate for trade in question. Additional classifications may develop between determinations by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor costs, or errors or changes to the rates or classifications.

2. PREVAILING WAGE RATE DETERMINATION

- A. A copy of the applicable Prevailing Wage Determination Schedule, as provided by the Minnesota Department of Labor and Industry is included for Contractor's reference.

3. POSTING OF WAGE DETERMINATION SCHEDULES

- A. The Contractor shall post and maintain at least one copy of the schedule of Prevailing Wage Determination Schedule in a conspicuous location on the construction site until substantial completion of Project.

4. ENFORCEMENT AND COMPLIANCE

- A. Contractor is solely responsible for enforcement of compliance with Wage Rate Determination Schedule for persons employed directly by Contractor and persons in the employ of its subcontractors, including settlement of claims made by persons found to have received wages lower than rate classification included in said schedule.

END OF SECTION 00830

March 16, 1998

PREVAILING WAGE STATEMENT

A recent unpublished decision of the Minnesota Court of Appeals affirms the authority of the Minnesota Commissioner of Transportation to enforce the Minnesota Prevailing Wage Law on State Highway projects on a case-by-case basis. International Union of Operations Engineers, Local 49 vs. Minnesota Department of Transportation, et. Al., Court of Appeals Case No. C6-97-1582, also see Minnesota Statutes §§177.43 and 177.44 (1996).

The Department of Transportation will enforce the Minnesota Prevailing Wage Law in a manner consistent with the Court of Appeals decision notwithstanding any prior notices on this subject. A copy of the Court of Appeals decision is available to anyone who is interested in reviewing it. Please call Charles Groshens, Labor Compliance Unit at (651) 297-5716 to receive a copy.

June 26, 2001

PREVAILING WAGE STATEMENT II

On June 18, 2001, the Minnesota Department of Labor & Industry (MnL&I) published, in the State Register, a notice of modification and adoption of the rules as published in State Register, Volume 25, Number 14, Pages 772-778, October 2, 2000 (25 SR 772). The rules were promulgated under Minnesota Administrative Procedures Act, Minnesota Statutes Chapter 14, and affect all projects funded in whole or part with state monies that are advertised for bid 5 working days after the publication date.

The rules give guidance on the application of the State Prevailing Wage Statute, Minnesota Statutes §177.41 to 177.44, as it applies to contractors' laborers and mechanics working at off-site facilities, truck drivers performing hauling activities for state funded projects, and the calculation and application of truck rental rates.

The truck rental rates, when certified by the MnL&I, will take effect on state funded projects advertised after the rates are published in the State Register. Mn/DOT will incorporate the truck rental rates into the appropriate contracts when published after they have been published in the State Register.

Copies of the rules can be received by contacting the MnL&I, Labor Standards, Erik Oelker at (651) 296-6452 or Mn/DOT Labor Compliance Office, Charles Groshens, at (651) 297-5716.

Reference:

5200.1105 Rental Rates for Trucks on Public Works Highway Projects
www.revisor.leg.state.mn.us/arule/5200/1105.html

5200.1106 Coverage of Prevailing Wage Law Under Minnesota Statutes 177.41-177.44
www.revisor.leg.state.mn.us/arule/5200/1106.html

Construction Type: **Highway**

Counties: Carlton, Cook, Itasca, Koochiching, Lake, Pine and St Louis Co in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date
0	09/10/2010										
1	12/03/2010										
2	02/04/2011										
3	06/03/2011										

	<u>Rate</u>	<u>Fringe</u>
* SUMN2010-001 05/01/2010	BRICKLAYER	\$ 28.29 19.95

CARPENTER \$ 29.32 17.05**CEMENT MASON/CONCRETE FINISHER \$ 32.58 15.50**

ELECTRICIAN:	<u>Rate</u>	<u>Fringe</u>
Electrician	\$ 32.19	20.79
Ground Person	\$ 23.33	14.83
Lineman	\$ 34.82	14.82
Wiring System Installer	\$ 22.46	10.61
Wiring System Technician	\$ 32.09	12.39

IRONWORKER \$ 29.66 19.90

LABORER:	<u>Rate</u>	<u>Fringe</u>
Blaster	\$ 28.89	15.33
Common or General	\$ 24.01	17.21
Flag Person	\$ 24.01	17.21
Landscape	\$ 23.44	
Skilled	\$ 24.01	17.21
Underground & Open Ditch (8 ft below grade)	\$ 24.71	17.21

MILLWRIGHT \$ 30.12 14.65**OPERATOR:**

GRP 2 \$ 31.57 16.85 GRP 3 \$ 31.02 16.85 GRP 4 \$ 30.72 16.85 GRP 5 \$ 27.68 16.85 GRP 6 \$ 26.47 16.85

Specialty Equipment:

Articulated Hauler \$ 30.72 16.85

Boom Truck \$ 30.72 16.85

Off-Road Truck \$ 30.72 15.85

OPERATING ENGINEER CLASSIFICATIONS

GRP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments 3 cu yd & over; Grader or Motor Patrol; Pile Driving

GRP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg)(power)(skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane; Tugboat 100 H.P. & over.

GRP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (Operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mixer; Crushing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill; Dual Tractor; Elevating Grader; Fork Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation or Dismantling.

GRP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Trench Digger (power); Front End Skid Steer up to 1 cu yd; Gunite, Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).

GRP 6: Cat, Challenger or similar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Truck Crane, Dragline, Crusher and Milling Machine; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

PAINTER (including Pavement Marking) \$ 28.11 11.82**PILEDRIVERMAN \$ 29.22 17.05****TRUCK DRIVER**

GRP 1 \$ 26.60 13.15

GRP 2 \$ 18.54 6.40

GRP 3 \$ 25.95 13.15

GRP 4 \$ 25.70 13.15

TRUCK DRIVER CLASSIFICATIONS:**GRP 1:** Mechanic, Welder; Tractor Trailer; Truck hauling machinery including operation of hand and power operated winches.**GRP 2:** Four or more axle unit straight body truck.**GRP 3:** Bituminous Distributor driver; Bituminous Distributor (one person operation); Three Axle units.

GRP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, road oil, water); Tractor under 50 hp.

Tunnel Miner \$ 26.34 14.58**WELDERS** - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

t:\p\2131882.099 dlh terminal design phase 2\terminal bid pkg 2b\docs\j-deliverables\j.3 specifications\final bound copy of bp 2b specs\part 2 bid info\21 a bp2b highway 060311.doc

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Construction Type: **Heavy** County: St Louis County in Minnesota.**HEAVY CONSTRUCTION PROJECTS**

Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date
0	03/12/2010	4	08/06/2010	8	01/07/2011	12	07/22/2011				
1	05/07/2010	5	08/13/2010	9	02/04/2011						
2	06/04/2010	6	09/03/2010	10	05/13/2011						
3	07/02/2010	7	09/24/2010	11	06/03/2011						

	<u>Rate</u>	<u>Fringe</u>
BOIL0647-004 07/01/2009 BOILERMAKER	\$ 33.84	18.53

CARP0361-020 05/01/2009 ST LOUIS CO (southern 1/3 including Cotton, Floodwood, Fond Du Lac, and Proctor)
 CARPENTER (including Form Work) \$ 30.12 14.65

	<u>Rate</u>	<u>Fringe</u>
CARP0361-021 05/01/2009 ST LOUIS (Duluth) CARPENTER (including Form Work)	\$ 30.52	14.65

CARP0606-010 05/01/2009 ST LOUIS CO (northeast 2/3 including Cook, Cusson, Ely; and western part including Chisholm, Greaney, and Orr)
 CARPENTER (including Form Work) \$ 30.12 14.65

* ELEC0242-012 05/29/2011 ST. LOUIS CO (south part bounded on the north by the north line of Kelsey Township extended east & west)
ELECTRICIAN \$ 30.39 22.90

* ELEC0294-006 05/29/2011 ST. LOUIS (north part bounded on the south by the south line of Ellsburg Township, extended east & west) **ELECTRICIAN \$ 33.38 73.6%**

* ENGI0049-064 05/01/2011 **OPERATOR: Power Equipment**

Grp 2 \$ 31.82 16.60 Grp 3 \$ 31.27 16.60 Grp 4 \$ 30.97 16.60 Grp 5 \$ 27.93 16.60 Grp 6 \$ 26.72 16.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GRP 2: Crane with over 135' Boom, excluding jib; Dragline & Hydraulic Backhoe with shovel-type controls, 3 cubic yards and over; Grader/Blade finishing earthwork and bituminous.

GRP 3: Dragline & Hydraulic Backhoe with shovel-type controls up to 3 cubic yards; Loader 5 cu yd and over; Mechanic; Tandem Scraper; Truck Crane; Crawler Crane

GRP 4: Bituminous Roller 8 tons & over; Crusher/Crushing Plant; Drill Rig; Elevating Grader; Loader over 1 cu yd; Grader; Pump; Scraper up; to 32 cu yd; Farm Tractor with Backhoe attachment; Skid Steer Loader over 1 cu yd with Backhoe attachment; Bulldozer over 50 hp.

GRP 5: Bituminous Roller under 8 tons; Bituminous Rubber Tire Roller; Loader up to 1 cu yd; Bulldozer 50 hp or less.

GRP 6: Oiler; Self-Propelled Vibrating Packer 35 hp and over.

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM; CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK: TUNNELS, SHAFTS, ETC. - \$.25 PREMIUM UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required): LEVEL A - \$1.25 PREMIUM LEVEL B - \$.90 PREMIUM LEVEL C - \$.60 PREMIUM

	<u>Rate</u>	<u>Fringe</u>
IRON0512-028 05/01/2011 IRONWORKER, STRUCTURAL & REINFORCING	\$ 29.51	20.00

	<u>Rate</u>	<u>Fringe</u>
LABO0132-038 05/01/2009 LABORER: Common or General (Natural Gas Pipeline only)	\$ 16.70	10.49

LABO0563-034 05/01/2010 **ST LOUIS** (South of T. 55 N)

LABORERS	<u>Rate</u>	<u>Fringe</u>
(1) Common or General	\$ 27.64	12.64
(2) Mason Tender Cement/Concrete	\$ 27.84	12.64
(6) Pipe Layer	\$ 29.64	12.64

LABO0563-035 05/01/2010 ST LOUIS (north of T. 55 N)

LABORERS; (1) Common or General \$ 26.64 13.64 (2) Mason Tender Cement/Concrete \$ 26.84 13.64 (6) Pipe Layer \$ 28.64 13.64

	<u>Rate</u>	<u>Fringe</u>
PLAS0633-036 05/01/2008 ST LOUIS CO (north of T 55N) CEMENT MASON/CONCRETE FINISHER	\$ 25.40	12.45

PLAS0633-039 05/01/2009 ST LOUIS CO (south of T 55N) CEMENT MASON/CONCRETE FINISHER	\$ 29.63	15.45
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	<u>Rate</u>	<u>Fringe</u>
SUMN2009-072 09/28/2009 LABORER: Landscape	\$ 12.88	4.61

TEAM0160-018 05/01/2010

TRUCK DRIVER (DUMP):	<u>Rate</u>	<u>Fringe</u>
(1) Articulated Dump Truck	\$ 26.60	13.15
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour	\$ 26.05	13.15
(3) Tandem Axles; & Single Axles	\$ 25.95	13.15

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be: * an existing published wage determination * a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2. and 3) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to: Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If the answer to the question in 1) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to: Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to: Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4) All decisions by the Administrative Review Board are final.

===== END OF GENERAL DECISION

Construction Type: **Building** County: St Louis County in Minnesota.**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date
0	03/12/2010	4	08/06/2010	8	01/07/2011	12	05/13/2011	16	07/29/2011		
1	05/07/2010	5	08/13/2010	9	02/04/2011	13	06/03/2011				
2	06/04/2010	6	09/03/2010	10	03/04/2011	14	07/01/2011				
3	07/02/2010	7	09/24/2010	11	04/15/2011	15	07/08/2011				

ASBE0049-007 06/01/2010 **ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems)** \$ 26.82 21.80

	Rate	Fringe
BOIL0647-007 07/01/2009 BOILERMAKER	\$ 33.84	18.53

BRMN0001-050 06/28/2010 ST. LOUIS (remaining northern part) **TILE SETTER** \$ 27.35 18.18

	Rate	Fringe
* BRMN0003-008 05/01/2011 ST. LOUIS CO (City of Duluth and south of a line between Townships #54 & #55, 2 miles north of Cotton)	BRICKLAYER	\$ 31.58 18.66

	Rate	Fringe
BRMN0003-011 05/01/2008 ST. LOUIS CO (City of Duluth and south of Township Line 55)	TILE SETTER	\$ 24.13 17.38

* BRMN0016-002 05/01/2011 ST. LOUIS CO (north of a line between Townships #54 & #55, 2 miles north of Cotton) **BRICKLAYER** \$ 31.63 18.61CARP0361-012 08/10/2009 **DULUTH AREA** including Albion, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Floodwood, Gowen, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw, Taft**CARPENTER (including Acoustical Installation, Drywall Hanging, Form Work & Overhead Door Installation)** \$ 26.40 13.80

	Rate	Fringe
CARP0596-005 06/01/2009 SOFT FLOOR LAYER	\$ 28.91	12.63

CARP0606-001 06/01/2009 **EXCLUDING DULUTH AREA****CARPENTER (including Acoustical Installation, Drywall Hanging, Form Work & Overhead Door Installation)** \$ 25.75 12.69

	Rate	Fringe
* ELEC0242-012 05/29/2011 ST. LOUIS (south part bounded on north by north line of Kelsey Township extended east & west)	ELECTRICIAN	\$ 30.39 22.90

* ELEC0294-006 05/29/2011 ST. LOUIS (north part bounded on the south by the south line of Ellsburg Township, extended east & west) **ELECTRICIAN** \$ 33.38 73.6%* ENGI0049-045 05/01/2011 **OPERATOR: Power Equipment****GRP 1 \$ 34.64 15.85 GRP 3 \$ 32.89 15.85 GRP 5 \$ 32.38 15.85 GRP 7 \$ 29.75 15.85****GRP 2 \$ 34.30 15.85 GRP 4 \$ 32.55 15.85 GRP 6 \$ 30.87 15.85 GRP 8 \$ 27.74 15.85****POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

GRP 1: Truck & Crawler Crane with 200' of Boom & Over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over.

GRP 2: Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over.

GRP 3: Traveling Tower Crane; Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Tower Crane (Stationary) up to 200'; All-Terrain Vehicle Crane, Boom Truck over 100 ft.

GRP 4: Backhoe/Track/Trackhoe, Hoist (3 drums or more); Overhead Crane (inside building perimeter), Excavator.

GRP 5: Asphalt Spreader, Bulldozer, Curb Machine, Drill, Forklift, Compressor 450 CFM or over (2 or more machines); Boom Truck up to 100 ft, Loader over 1 cu yd, Hoist (1 or 2 drums); Mechanic; Milling Machine, Roller, Scraper, Tractor over D2.

GRP 6: Bobcat/Skid Loader, Loader up to 1 cu. yd., Tractor D2 or similar size.

GRP 7: Compressor 600 CFM or over, Crane Oiler.

GRP 8: Oiler.

	Rate	Fringe
* IRON0512-018 05/01/2011 IRONWORKER, REINFORCING, ORNAMENTAL & STRUCTURAL	\$ 29.51	20.00

	Rate	Fringe
LABO1091-011 05/01/2010 LABORER (ASBESTOS ABATEMENT) Removal from Floors, Walls & Ceilings	\$ 29.67	12.79

* LABO1091-013 05/01/2010 ST. LOUIS (south of T 55 N)

LABORERS: GRP 1 \$ 23.55 12.34 GRP 2 \$ 23.70 12.34 GRP 3 \$ 23.95 12.34 GRP 4 \$ 24.25 12.34**LABORER CLASSIFICATIONS****GRP 1: Common or General, Asphalt Shoveler, Carpenter Tender, Form Stripping****GRP 2: Vibrating Plate****GRP 3: Pipelayer****GRP 4: Mason Tender (Brick, Cement/Concrete)**

* LABO1097-008 05/01/2010 ST. LOUIS (north of T 55N)

LABORER: GRP 1 \$22.91 13.02 GRP 2 \$23.31 13.02 **LABORERS CLASSIFICATIONS: GRP 1 - Common or General, Asphalt Shoveler, Carpenter Tender, Form Stripping, Mason Tender (Brick, Cement/Concrete) GRP 2 - Pipelayer, Vibrating Plate*** PAIN0106-001 05/01/2011 **GLAZIER \$ 24.93 15.07** FOOTNOTE: 1 to 4 yrs svc - 1 wk pd vac; 5 to 11 yrs - 2 wks pd vac; 11 yrs or more - 3 wks pd vac

	Rate	Fringe		Rate	Fringe
* PAIN0106-013 05/01/2011					
Painters: New: Brush, Roller	\$ 27.31	14.67	Spray, Drywall Finisher/Taper	\$ 27.91	14.67
Repaint: Brush, Roller	\$ 25.81	14.67	Spray, Drywall Finisher/Taper	\$ 26.41	14.67

	Rate	Fringe
PLAS0633-024 10/01/2009 ST. LOUIS (north of White Face River) Cos	CEMENT MASON/CONCRETE FINISHER	\$ 24.31 14.34

PLAS0633-059 05/01/2009 CARLTON & ST. LOUIS (south of T 55N) Cos **CEMENT MASON/CONCRETE FINISHER** \$ 27.04 15.45* PLUM0011-019 05/09/2011 ST. LOUIS (south of an east-west line drawn through Cotton) **PLUMBER/PIPEFITTER \$ 35.52 16.23**PLUM0589-007 05/01/2011 ST. LOUIS (north of an East- West line drawn through Cotton) **PLUMBER/PIPEFITTER** \$ 33.36 18.55

	Rate	Fringe
ROOF0096-024 07/05/2010 ST. LOUIS (south of Hwy 16, excluding City of Forbes)	ROOFER	\$ 29.20 13.62

ROOF0096-025 05/01/2010 ST. LOUIS (remaining Northern two-thirds) **ROOFER** \$ 26.50 9.95

	Rate	Fringe
SHEE0010-045 05/01/2009 ST. LOUIS (southern one-third)	SHEET METAL WORKER (including HVAC Duct Installation)	\$ 31.61 16.52

SHEE0010-056 05/01/2008 ST. LOUIS (northern two-thirds) **SHEET METAL WORKER (including HVAC Duct Installation)** \$ 29.99 16.08

SUMN2009-050 07/27/2009 Rate Fringe
LABORER: Landscape \$ **12.88** **4.61**
TRUCK DRIVER: Dump Truck \$ **19.15** **5.70**

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2. and 3) should be followed.

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2) If the answer to the question in 1) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to: Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to: Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4) All decisions by the Administrative Review Board are final.

===== END OF GENERAL DECISION

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE
FUNDED CONSTRUCTION PROJECTS**



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 69

County Name: ST. LOUIS

Effective: 2011-02-22 Revised: 2011-05-31

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
101	LABORER, COMMON (GENERAL LABOR WORK)	2011-02-22	21.55	14.38	35.93
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2011-02-22	21.55	14.38	35.93
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2011-02-22	17.19	11.29	28.48
104*	FLAG PERSON	2011-02-22	22.00	11.10	33.10

105*	WATCH PERSON	2011-02-22	19.20	14.38	33.58
106	BLASTER	2011-02-22	22.25	14.38	36.63
107	PIPELAYER (WATER, SEWER AND GAS)	2011-02-22	27.64	14.58	42.22
		2011-05-01	27.89	15.33	43.22
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2011-02-22	26.34	14.58	40.92
		2011-05-01	26.59	15.33	41.92
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2011-02-22	21.55	14.38	35.93
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			

201 ARTICULATED HAULER

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

202* BOOM TRUCK

2011-02-22 32.05 14.15 46.20

203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO
SEEDER OR MULCHER, SOD ROLLER, FARM
TRACTOR WITH ATTACHMENT SPECIFICALLY
SEEDING, SODDING, OR PLANT, AND TWO-FRAMED
FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND
SKID STEER LOADERS), NO EARTHWORK OR
GRADING FOR ELEVATIONS

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

204* OFF-ROAD TRUCK

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

GROUP 2

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)

303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)

304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)

305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR
OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND
OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY
AND HEAVY ONLY)

306 GRADER OR MOTOR PATROL

307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)

308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3 *

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

309 ASPHALT BITUMINOUS STABILIZER PLANT

310 CABLEWAY

311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)

312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY
ONLY)

- 313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
- 315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
- 316 LOCOMOTIVE CRANE OPERATOR
- 317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE
- 318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
- 319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
- 320 TANDEM SCRAPER
- 321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
- 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVWAGE@STATE.MN.US

- 323 AIR TRACK ROCK DRILL
- 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
- 325 BACKFILLER OPERATOR
- 326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
- 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
- 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
- 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
- 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
- 331 CHIP HARVESTER AND TREE CUTTER
- 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
- 333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
- 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
- 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
- 336 CURB MACHINE
- 337 DIRECTIONAL BORING MACHINE
- 338 DOPE MACHINE (PIPELINE)

- 339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
- 340 DUAL TRACTOR
- 341 ELEVATING GRADER
- 342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
- 343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
- 344 FRONT END, SKID STEER OVER 1 TO 5 C YD
- 345 GPS REMOTE OPERATING OF EQUIPMENT
- 346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
- 347 HYDRAULIC TREE PLANTER
- 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
- 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL
- 358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)
- 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 360 SCRAPER
- 361 SELF-PROPELLED SOIL STABILIZER
- 362 SLIP FORM (POWER DRIVEN) (PAVING)
- 363 TIE TAMPER AND BALLAST MACHINE
- 364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
- 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
- 366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)
- 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE
- 368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVMWAGE@STATE.MN.US

- 369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)
- 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
- 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
- 372 FORM TRENCH DIGGER (POWER)
- 373 FRONT END, SKID STEER UP TO 1C YD
- 374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)
- 375 HYDRAULIC LOG SPLITTER
- 376 LOADER (BARBER GREENE OR SIMILAR TYPE)
- 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER
- 378 POWER ACTUATED AUGER AND BORING MACHINE
- 379 POWER ACTUATED JACK
- 380 PUMP (HIGHWAY AND HEAVY ONLY)
- 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
- 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
- 383 SHOULDERING MACHINE (POWER) APS CO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
- 384 STUMP CHIPPER AND TREE CHIPPER
- 385 TREE FARMER (MACHINE)

GROUP 6 *

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVMWAGE@STATE.MN.US

- 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER
- 388 CONVEYOR (HIGHWAY AND HEAVY ONLY)
- 389 DREDGE DECK HAND
- 390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)
- 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)
- 392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)
- 393 LEVER PERSON
- 394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)
- 395 POWER SWEEPER
- 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS
- 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

GROUP 1		2011-02-22	34.44	15.85	50.29
		2011-05-01	34.64	15.85	50.49
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2		2011-02-22	34.10	15.85	49.95
		2011-05-01	34.30	15.85	50.15
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3		2011-02-22	32.69	15.85	48.54
		2011-05-01	32.89	15.85	48.74
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511	STATIONARY TOWER CRANE 200 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4		2011-02-22	32.35	15.85	48.20
		2011-05-01	32.55	15.85	48.40
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519	OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				

GROUP 5		2011-02-22	32.18	15.85	48.03
		2011-05-01	32.38	15.85	48.23
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6		2011-02-22	30.67	15.85	46.52
		2011-05-01	30.87	15.85	46.72
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7		2011-02-22	29.55	15.85	45.40
		2011-05-01	29.75	15.85	45.60
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				

- 544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
- 546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)
- 547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)

GROUP 8 *

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVIEW@STATE.MN.US

- 548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)
- 549 GREASER (COMMERCIAL CONSTRUCTION ONLY)
- 550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)

GROUP 1

2011-02-22 16.30 6.07 22.37

- 601 MECHANIC . WELDER
- 602 TRACTOR TRAILER DRIVER
- 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2 *

2011-02-22 26.05 13.15 39.20

- 604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

GROUP 3

2011-02-22 25.95 13.15 39.10

- 605 BITUMINOUS DISTRIBUTOR DRIVER
- 606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)
- 607 THREE AXLE UNITS

GROUP 4 *

2011-02-22 25.70 13.15 38.85

- 608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)
- 609 DUMP PERSON
- 610 GREASER
- 611 PILOT CAR DRIVER
- 612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS
- 613 TWO AXLE UNIT
- 614 SLURRY OPERATOR

615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
701	HEATING AND FROST INSULATORS	2011-02-22	36.76	14.80	51.56
702	BOILERMAKERS	2011-02-22	34.36	20.26	54.62
703	BRICKLAYERS	2011-02-22	29.06	20.18	49.24
		2011-05-01	29.58	20.66	50.24
704	CARPENTERS	2011-02-22	25.50	15.90	41.40
705	CARPET LAYERS (LINOLEUM)	2011-02-22	28.91	12.70	41.61
706	CEMENT MASONS	2011-02-22	28.49	15.50	43.99
		2011-05-01	29.99	15.50	45.49
707	ELECTRICIANS	2011-02-22	29.84	22.21	52.05
		2011-06-01	30.79	22.21	53.00
708	ELEVATOR CONSTRUCTORS	2011-02-22	42.06	26.45	68.51
709	GLAZIERS	2011-02-22	24.85	14.60	39.45
710	LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
711	GROUND PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
712	IRONWORKERS	2011-02-22	29.36	19.90	49.26
		2011-05-01	29.66	19.90	49.56
713	LINEMAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			

714	MILLWRIGHT	2011-02-22	26.64	15.96	42.60
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2011-02-22	25.30	16.08	41.38
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2011-02-22	29.22	17.05	46.27
717	PIPEFITTERS . STEAMFITTERS	2011-02-22	35.57	16.16	51.73
718	PLASTERERS	2011-02-22	29.22	16.15	45.37
		2011-05-01	30.72	16.15	46.87
719	PLUMBERS	2011-02-22	35.57	16.16	51.73
720	ROOFER	2011-02-22	26.70	16.12	42.82
		2011-07-04	27.50	16.12	43.62
721	SHEET METAL WORKERS	2011-02-22	29.44	21.20	50.64
722	SPRINKLER FITTERS	2011-02-22	31.26	16.20	47.46
723	TERRAZZO WORKERS	2011-02-22	30.11	10.90	41.01
724	TILE SETTERS	2011-02-22	23.65	19.21	42.86
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			
726	DRYWALL TAPER	2011-02-22	25.90	16.08	41.98
727	WIRING SYSTEM TECHNICIAN	2011-02-22	32.09	12.39	44.48
728	WIRING SYSTEMS INSTALLER	2011-02-22	22.46	10.61	33.07

729	ASBESTOS ABATEMENT WORKER	2011-02-22	27.12	15.28	42.40
730*	SIGN ERECTOR	2011-02-22	24.86	9.83	34.69

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE
FUNDED CONSTRUCTION PROJECTS**



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 01

Counties within region:

- CARLTON-09
- COOK-16
- ITASCA-31
- KOOCHICHING-36
- LAKE-38
- PINE-58
- ST. LOUIS-69

Effective: 2010-11-29 Revised: 2010-12-21

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS

	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
101 LABORER, COMMON (GENERAL LABOR WORK)	2010-11-29	23.76	16.46	40.22
	2011-05-01	24.01	17.21	41.22
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2010-11-29	23.76	16.46	40.22
	2011-05-01	24.01	17.21	41.22
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2010-11-29	23.44	0.00	23.44
104 FLAG PERSON	2010-11-29	23.76	16.46	40.22
	2011-05-01	24.01	17.21	41.22
105 WATCH PERSON	2010-11-29	22.09	14.33	36.42
	2011-05-01	22.34	15.08	37.42
106 BLASTER	2010-11-29	28.64	14.58	43.22
	2011-05-01	28.89	15.33	44.22
107 PIPELAYER (WATER, SEWER AND GAS)	2010-11-29	25.76	16.46	42.22
	2011-05-01	26.01	17.21	43.22
108 TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVIEWAGE@STATE.MN.US			
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2010-11-29	24.46	16.46	40.92
	2011-05-01	24.71	17.21	41.92
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND	2010-11-29	25.64	14.58	40.22

SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.

	2011-05-01	25.89	15.33	41.22
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2010-11-29	25.64	14.58	40.22
	2011-05-01	25.89	15.33	41.22
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2010-11-29	16.50	4.09	20.59
201 ARTICULATED HAULER	2010-11-29	30.72	15.85	46.57
	2011-05-01	30.72	16.85	47.57
202 BOOM TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVWAGE@STATE.MN.US</u>			
203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVWAGE@STATE.MN.US</u>			
204 OFF-ROAD TRUCK	2010-11-29	30.72	15.85	46.57
	2011-05-01	30.72	16.85	47.57
GROUP 2	2010-11-29	31.57	15.85	47.42
	2011-05-01	31.57	16.85	48.42
302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				

303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2010-11-29	31.02	15.85	46.87
		2011-05-01	31.02	16.85	47.87
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2010-11-29	30.72	15.85	46.57
		2011-05-01	30.72	16.85	47.57
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				

- 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
- 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
- 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
- 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
- 331 CHIP HARVESTER AND TREE CUTTER
- 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
- 333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
- 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
- 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
- 336 CURB MACHINE
- 337 DIRECTIONAL BORING MACHINE
- 338 DOPE MACHINE (PIPELINE)
- 339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
- 340 DUAL TRACTOR
- 341 ELEVATING GRADER
- 342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
- 343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
- 344 FRONT END, SKID STEER OVER 1 TO 5 C YD
- 345 GPS REMOTE OPERATING OF EQUIPMENT
- 346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
- 347 HYDRAULIC TREE PLANTER
- 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE
- 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL

358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)

359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

360 SCRAPER

361 SELF-PROPELLED SOIL STABILIZER

362 SLIP FORM (POWER DRIVEN) (PAVING)

363 TIE TAMPER AND BALLAST MACHINE

364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)

365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)

366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)

367 TUB GRINDER, MORBARK, OR SIMILAR TYPE

368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5	2010-11-29	27.68	15.85	43.53
	2011-05-01	27.68	16.85	44.53

369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)

370 BITUMINOUS ROLLER (UNDER EIGHT TONS)

371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)

372 FORM TRENCH DIGGER (POWER)

373 FRONT END, SKID STEER UP TO 1C YD

374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)

375 HYDRAULIC LOG SPLITTER

376 LOADER (BARBER GREENE OR SIMILAR TYPE)

377 POST HOLE DRIVING MACHINE/POST HOLE AUGER

378 POWER ACTUATED AUGER AND BORING MACHINE

379 POWER ACTUATED JACK

380 PUMP (HIGHWAY AND HEAVY ONLY)

381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)

382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER

383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER

384 STUMP CHIPPER AND TREE CHIPPER

385 TREE FARMER (MACHINE)

GROUP 6	2010-11-29	26.47	15.85	42.32
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- 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER
- 388 CONVEYOR (HIGHWAY AND HEAVY ONLY)
- 389 DREDGE DECK HAND
- 390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)
- 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)
- 392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)
- 393 LEVER PERSON
- 394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)
- 395 POWER SWEEPER
- 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS
- 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

GROUP 1

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVIEW@STATE.MN.US

- 501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)
- 502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)
- 503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 2

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVIEW@STATE.MN.US

- 504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)
- 505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)
- 506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)
- 507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 3

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVIEW@STATE.MN.US

- 508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)
- 509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)
- 510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)

- 511 STATIONARY TOWER CRANE 200 FEET AND OVER MEASURED FROM BOOM FOOT PIN
(COMMERCIAL CONSTRUCTION ONLY)
- 512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN
(COMMERCIAL CONSTRUCTION ONLY)
- 513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)
- 514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB
(COMMERCIAL CONSTRUCTION ONLY)

GROUP 4

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVIEW@STATE.MN.US

- 515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)
- 516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)
- 518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)
- 519 OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)
- 520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)

GROUP 5

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVIEW@STATE.MN.US

- 521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL
CONSTRUCTION ONLY)
- 522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)
- 523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM
- 524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR
ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)
- 525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)
- 526 FRONT END, SKID STEER 1 C YD AND OVER
- 527 HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)
- 528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
- 529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER)
(COMMERCIAL CONSTRUCTION ONLY)
- 530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL
CONSTRUCTION ONLY)
- 531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN
(COMMERCIAL CONSTRUCTION ONLY)
- 532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)
- 533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)
- 534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)

GROUP 6

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVWAGE@STATE.MN.US

- 535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)
- 536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 537 FRONT END, SKID STEER UP TO 1 C YD
- 538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)
- 539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)
- 540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER

GROUP 7

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVWAGE@STATE.MN.US

- 541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)
- 542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)
- 543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)
- 544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
- 546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)
- 547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)

GROUP 8

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVWAGE@STATE.MN.US

- 548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)
- 549 GREASER (COMMERCIAL CONSTRUCTION ONLY)
- 550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)

GROUP 1

2010-11-29 26.60 13.15 39.75

- 601 MECHANIC . WELDER
- 602 TRACTOR TRAILER DRIVER
- 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2	2010-11-29	18.54	6.40	24.94
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2010-11-29	25.95	13.15	39.10
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4	2010-11-29	25.70	13.15	38.85
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
701 HEATING AND FROST INSULATORS				FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVIEWWAGE@STATE.MN.US
702 BOILERMAKERS				FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVIEWWAGE@STATE.MN.US
703 BRICKLAYERS				FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVIEWWAGE@STATE.MN.US
704 CARPENTERS	2010-11-29	29.32	17.05	46.37
705 CARPET LAYERS (LINOLEUM)				FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVIEWWAGE@STATE.MN.US
706 CEMENT MASONS	2010-11-29	31.08	15.50	46.58
	2011-05-01	32.58	15.50	48.08

707 ELECTRICIANS	2010-11-29	31.24	20.79	52.03
	2011-06-01	32.19	20.79	52.98
708 ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
709 GLAZIERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
710 LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
711 GROUND PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
712 IRONWORKERS	2010-11-29	29.36	19.90	49.26
	2011-05-01	29.66	19.90	49.56
713 LINEMAN	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
714 MILLWRIGHT	2010-11-29	30.12	14.65	44.77
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2010-11-29	28.11	11.82	39.93
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2010-11-29	29.22	17.05	46.27
717 PIPEFITTERS . STEAMFITTERS	2010-11-29	36.74	15.67	52.41
718 PLASTERERS	FOR RATE CALL 651-284-5091 OR			

EMAIL
DLI.PRE VWAGE@STATE.MN.US

719 PLUMBERS

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

720 ROOFER

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

721 SHEET METAL WORKERS

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

722 SPRINKLER FITTERS

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

723 TERRAZZO WORKERS

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

724 TILE SETTERS

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

725 TILE FINISHERS

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

726 DRYWALL TAPER

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

727 WIRING SYSTEM TECHNICIAN

2010-11-29 32.09 12.39 44.48

728 WIRING SYSTEMS INSTALLER

2010-11-29 22.46 10.61 33.07

729 ASBESTOS ABATEMENT WORKER

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PRE VWAGE@STATE.MN.US

730 SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREYWAGE@STATE.MN.US

DIVISION 1
GENERAL REQUIREMENTS

01014 - WORK SCOPE DESCRIPTIONS

1. GENERAL
 - A. This section is intended to clarify the scope of work in each Work Scope.
 - B. The Owner will award Multiple Prime Contracts for the construction of the project.
2. BID PACKAGING
 - A. Work Scopes referenced in this section are for work to be performed at Duluth International Airport, New Passenger Terminal, Bid Package 2B, Duluth, MN.
3. SCOPE OF WORK
 - A. The Work Scope categories are constructed to follow as close as possible the CSI format of the contract documents, but also FAA, MNDOT, and City of Duluth Specification Sections. However, Work Scopes may contain work described in more than one specification section and/or parts thereof.
 - B. Local custom and trade-union jurisdictional settlements do not control the scope of work included in each Prime Contract. When a potential jurisdictional dispute or similar interruption of construction activities is first identified or threatened, the affected Contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and its delays.
 - C. This section is intended to clarify the scope of work in each Work Scope. Each Work Scope includes all provisions of Division 01 Specifications.
 - D. Unless noted otherwise, each Work Scope shall include the complete labor and materials, equipment, applicable permits and applicable taxes required for the performance of the described work in accordance with the plans and specifications.

DIVISION 1
GENERAL REQUIREMENTS

01014 - WORK SCOPE DESCRIPTIONS

WORK SCOPE DESCRIPTION INDEX

Work Scope 6.21B: Wall Systems & Casework
7.21B: Joint Sealants
8.21B: Glass & Glazing
9.21B: Ceiling Systems
9.22B: Flooring & Tile
9.23B: Terrazzo
9.24B: Painting
10.21B: Specialties MATERIAL ONLY
10.22B: Signage
12.20B: Window Treatments
12.21B: Public Area Furniture
12.22B: Gate Seating
13.21B: Computer Controlled Access
13.22B: Flight Display
13.23B: Network Systems
14.20B: Elevators & Escalators
15.21B: Plumbing Fixtures
16.21B: Electrical Generator
16.22B: Public Announcement System

Work Scope 6.21B – Wall Systems & Casework

KA SPECIAL REQUIREMENTS

1.01 WALL SYSTEMS & CASEWORK

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
05500	Misc. Metals	Complete
05700	Ornamental Metal	Complete
06100	Rough Carpentry	As it relates
06402	Interior Architectural Woodwork	Complete
06422	Flush Wood Paneling	Complete
06611	Solid Polymer Fabrications	Complete
06424	Solid Phenolic Wall Paneling	Complete
07920	Joint Sealants	As it applies
10110	Display Cases	Install only
10155	Toilet Compartments	Install only
10262	Wall Protection	Install only
10270	Access Flooring	Complete
10505	Metal Lockers	Install only
10811	Commercial Toilet Accessories	Install only
11132	Projection Screens	Install only
12360	Quartz Surfacing Countertops	Complete

2. Items specified in other Specifications Sections to be installed by this Work Scope:
Work Scope 10.21B (except Entrance Floor Mats and Frames)

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

Scope: Including but not limited to: Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install any misc. metals required for the toilet partitions, interior glazing and elevators/escalators. Ornamental Metal includes finned tube radiation covers, annunciator panels, and misc. components. Rough Carpentry specification is for reference regarding installation methods and material requirements. Also provide and install all Int. architectural woodwork, flush wood paneling, Solid Polymer Fabrications, Phenolic paneling, access flooring systems,

Work Scope 6.21B – Wall Systems & Casework

KA SPECIAL REQUIREMENTS

and Quartz surface countertops. Joint sealants at/adjacent to any installed surface or material (as required by the specifications). Close coordination with other work scopes is required, specifically for WS 10.21B Specialties –in which conformance of manufactures installations, coordination and receiving, unloading, uncrating & protection, assembly, locating, etc. for items being installed by this Work Scope are incidental. See Section M below.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- B. **Work Hours:** A typical work week will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- C. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- D. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
 - 1. Liquidated damages will be assessed per the Contract Documents.
- E. **Contract Duration:** This Work Scope will have 90 working days to complete their work onsite.
- F. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- G. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- H. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- I. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- J. **Clean-Up:** Provide continuous and on-going housekeeping and clean-up as required to maintain a clean and safe jobsite. Clean-up related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, one (1) day per week will be designated as the Clean-Up day. Each contractor must anticipate several hours of clean-up each week on this day, which will vary by the level of cleaning required. During this clean-up time – All trades/contractors on site will be required to participate or be back charged for their portion of this clean-up. This will be enforced.
- K. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- L. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
 - 1. installation scheduling with Roofing Subcontractor.
- M. **Installation of Materials and Components Specified Under other Work Scopes:** Provide labor and miscellaneous mounting hardware/fasteners required for a complete installation, including but not limited to the following:
 - 1. Responsible to receive, unload, store, and maintain material to be installed under this Work Scope.
 - 2. Supply and Installation of finish carpentry work – see specification section listed in Section 1.01 of this Work Scope.
 - 3. Installation of items identified in WS 10.21 and related accessories.
- N. **Complete Assembly:** Provide fasteners, sealant, trim, and miscellaneous components for a complete installation.
 - 1. This subcontractor recognizes the contract documents do not reflect every detail necessary to provide a complete working system, and therefore has included additional materials and related labor to provide a complete assembly as per the intent of the documents.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.

Work Scope 6.21B – Wall Systems & Casework

KA SPECIAL REQUIREMENTS

- C. **Surface Preparation for Masonry to Receive Final Finishes:** Provide shimming, grinding of new or existing surfaces necessary to achieve acceptable substrate for final finishes specified in accordance with Contract Documents.
- D. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- E. Reinforcing bars, anchor bolts, embeds, etc., protruding beyond the surface shall be properly protected per OSHA Standards, including trip hazards.
- F. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Coordinate with Work Scope 10.21B for materials to ensure a complete installation.
 - 2. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- G. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- H. **Composite Clean-Up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$24,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 1: Miscellaneous finish carpentry labor work and materials as directed/approved by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 1: \$/Hour rate* for Carpenter work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Alternate No. 1: Substitute ornamental glass guardrail for interior aluminum-framed glass partition along south wall of 2nd Floor Corridor 202 as indicated on Drawing A633 as part of Work Scopes 6.21B and 8.21B.
Add (deduct) the sum of: _____ Dollars (\$_____).
- B. Alternate No. 2A: Substitute solid phenolic wall paneling with wood grain pattern finish for flush wood paneling at core walls adjacent to E-line and G-line as depicted on Drawings A601, A602, A603 and A604 as part of Work Scope 6.21B.
Add (deduct) the sum of: _____ Dollars (\$_____).

Work Scope 6.21B – Wall Systems & Casework

KA SPECIAL REQUIREMENTS

- C. Alternate No. 2B: Substitute solid phenolic wall paneling with wood grain pattern finish for flush wood paneling at core wall adjacent to G-line only as depicted on Drawing A604 as part of Work Scope 6.21B.
Add (deduct) the sum of: _____ Dollars (\$_____).
- D. Alternate No. 4A: Provide punched, pencil-proof louvers of equivalent open area as specified bar grilles on both horizontal and vertical faces of finned-tube enclosures in lieu of extruded aluminum bar grilles as depicted on Drawings A710, A711 and A712 as part of Work Scope 6.21B.
Add (deduct) the sum of: _____ Dollars (\$_____).
- E. Alternate No. 4B: Provide punched, pencil-proof louvers of equivalent open area as specified bar grilles on vertical faces only of finned-tube enclosures in lieu of extruded aluminum bar grilles as depicted on Drawings A710, A711 and A712 as part of Work Scope 6.21B.
Add (deduct) the sum of: _____ Dollars (\$_____).

-- End --

Work Scope 7.21B – Joint Sealants

KA SPECIAL REQUIREMENTS

1.01 JOINT SEALANTS

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
07920	Joint Sealants	COMPLETE (except where covered by other Work Scopes)

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

All requirements outlined in specification 07920. Work includes exterior door frames, all interior frames, and floor, wall and ceiling, expansion areas, control joints – anywhere where differential movement can occur.

Excluding: Joint sealants covered by other Work Scopes. Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 45 working days after approved shop drawings to deliver the materials to the site.

Work Scope 7.21B – Joint Sealants

KA SPECIAL REQUIREMENTS

- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work. Special coordination with Work Scope 9.24 Painting.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Clean-Up:** Provide continuous and ongoing housekeeping and clean-up as required to maintain a clean and safe jobsite. Clean-up related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, one (1) day per week will be designated as the Clean-Up day. Each contractor must anticipate several hours of clean-up each week on this day, which will vary by the level of cleaning required. During this clean-up time – All trades/contractors onsite will be required to participate or be back charged for their portion of this clean-up. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- D. **Special Coordination:** Close coordination and communication with all Work Scopes will be required by this Work Scope in order to avoid repair at no cost to the Owner.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- E. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

Work Scope 7.21B – Joint Sealants

KA SPECIAL REQUIREMENTS

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$8,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 2: additional joint sealant work as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 2: \$/Hour rate* for Carpenter work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Not Applicable.

-- End --

Work Scope 8.21B – Glass & Glazing KA SPECIAL REQUIREMENTS

1.01 GLASS & GLAZING

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
05721	Ornamental Handrails and Railings	Complete
07920	Joint Sealants	As it applies
08411	Aluminum Framed Entrances & Storefronts	Complete
08460	Automatic Entrance Doors	Complete
08801	Interior Glazing	Includes HM Lite Kits for WS8.20A

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.
- Supply and installation of all interior glass and glazing systems, aluminum frames, aluminum storefronts, ornamental railings, and automatic entrance doors.
- Excluding:** Aluminum curtainwall system. Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.
- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.

Work Scope 8.21B – Glass & Glazing

KA SPECIAL REQUIREMENTS

- F. Liquidated damages will be assessed per the Contract Documents.
- G. **Contract Duration:** This Work Scope will have 45 working days after approved shop drawings to deliver the materials to the site.
- H. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- I. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- J. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- K. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- L. **Clean-Up:** Provide continuous and ongoing housekeeping and clean-up as required to maintain a clean and safe jobsite. Clean-up related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, one (1) day per week will be designated as the Clean-Up day. Each contractor must anticipate several hours of clean-up each week on this day, which will vary by the level of cleaning required. During this clean-up time – All trades/contractors onsite will be required to participate or be back charged for their portion of this clean-up. This will be enforced.
- M. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- N. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- O. **Removal of Temporary Railing Systems:** Proper removal of all temporary railings and associated items where scope under this contract requires. Turn over all materials to Construction Manager.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all remaining layout.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- D. **Special Coordination:** Close coordination and communication with the previously awarded Work Scopes providing and installing items adjacent or required to complete your work. specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- E. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop

Work Scope 8.21B – Glass & Glazing

KA SPECIAL REQUIREMENTS

- drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. Quality Control Submittals: All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$6,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
1. Allowance No. 11: Substitution of alternate glass and glazing materials.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 3: \$/Hour rate* for Carpenter work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Alternate No. 1: Substitute ornamental glass guardrail for interior aluminum-framed glass partition along south wall of 2nd Floor Corridor 202 as indicated on Drawing A633 as part of Work Scopes 6.21B and 8.21B. See Section 01230.
1. Add (deduct) the sum of: _____ Dollars (\$ _____).

-- End --

Work Scope 9.21B – Ceiling Systems

KA SPECIAL REQUIREMENTS

1.01 CEILING SYSTEMS

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
09130	Acoustical Suspension Systems	Complete
09511	Acoustical Panel Ceilings	Complete
09514	Acoustical Metal Pan Ceilings	Complete
09522	Wood Grille Ceilings	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.
- Supply and install all acoustical suspension, panel, metal pan, and wood grille ceilings. Include any and all accessories necessary to complete your work.
- Excluding:** Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.
- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 60 working days to complete their work.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.

Work Scope 9.21B – Ceiling Systems

KA SPECIAL REQUIREMENTS

- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all remaining layout.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Coordination:** Close coordination and communication with the previously awarded Work Scopes providing and installing items adjacent or required to complete your work. specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- H. **Composite Clean-Up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.
- D. **Acoustical Sealants:** Provide acoustical sealants and caulks within field and around perimeter of assemblies to achieve acoustical rating/separation required by the Contract Documents.
- E. **Acoustical Ceiling Assemblies:** Provide complete assembly, including but not limited to isolation hangers, acoustical materials and batts, perimeter and penetration sealants as indicated.
- F. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- G. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.

Work Scope 9.21B – Ceiling Systems

KA SPECIAL REQUIREMENTS

- B. Quality Control Submittals: All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$30,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
1. Allowance No. 4: Include allowance in Work Scope 9.21B Ceilings for substitution of alternate ceiling finish materials in the amount of \$30,000.00.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 4: \$/Hour rate* for Ceiling Installer work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 9.22B – Flooring & Tile

KA SPECIAL REQUIREMENTS

1.01 FLOORING & TILE

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
09310	Tile	Includes all floor prep/grout at entry mats
09650	Resilient Tile Flooring	Complete
09672	Acrylic Flake Floor Coatings	Complete
09678	Resilient Base and Accessories	Complete
09680	Sheet Carpet	Complete
09685	Carpet Tile	Complete
12484	Entrance Floor Mats and Frames	Install only provided by WS10.21B

2. Items specified in other Specifications Sections to be installed by this Work Scope:
Work Scope 10.21B (except Entrance Floor Mats and Frames)

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.
- Provide and install all flooring systems outlined in 1.01 above. Any and all floor preparation to receive your work is incidental at no additional cost to the Owner.
- Excluding:** Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.
- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.

Work Scope 9.22B – Flooring & Tile

KA SPECIAL REQUIREMENTS

- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
 - 1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 70 working days to complete their work.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all remaining layout.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Minimum Floor Protection Requirements:** At high traffic areas, wood sheathing over floor protection paper will be required. Include 60 sheets of 4x8-1/2" minimum to be supplied and installed at the direction of the Construction Manager.
- H. **Composite Clean-Up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.
- D. **Control Joints:** Provide expansion and control joints as indicated, but not less than the following:
 - 1. As indicated on Drawings and at locations and spacing specified.
- E. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- F. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- G. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

Work Scope 9.22B – Flooring & Tile

KA SPECIAL REQUIREMENTS

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. Quality Control Submittals: All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$28,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 5: Include allowance in Work Scope 9.22B Flooring & Tile for substitution of alternate floor finish materials in the amount of \$28,000.00.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 5: \$/Hour rate* for Tile Setter work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.
- B. Unit Price No. 6: \$/Sheet (4x8 sheet – 32 SF) – To supply and install ½" minimum thickness wood sheathing over floor protection paper – as directed by Construction Manager.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 9.23B – Terrazzo

KA SPECIAL REQUIREMENTS

1.01 TERRAZZO

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
09402	Resinous Matrix Terrazzo Flooring	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install all flooring systems outlined in 1.01 above. Any and all floor preparation to receive your work is incidental at no additional cost to the Owner.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 45 working days to complete their work.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.

Work Scope 9.23B – Terrazzo

KA SPECIAL REQUIREMENTS

- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all remaining layout.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Minimum Floor Protection Requirements:** At high traffic areas, wood sheathing over floor protection paper will be required. Include 60 sheets of 4x8-1/2" minimum to be supplied and installed at the direction of the Construction Manager.
- H. **Composite Clean-Up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.
- D. **Control Joints:** Provide expansion and control joints as indicated, but not less than the following:
 - 1. As indicated on Drawings and at locations and spacing specified.
- E. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- F. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- G. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

Work Scope 9.23B – Terrazzo

KA SPECIAL REQUIREMENTS

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$32,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 6: Include allowance in Work Scope 9.23B for substitution of alternate terrazzo aggregates in the amount of \$32,000.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 7: \$/Hour rate* for Floor Finisher work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.
- B. Unit Price No. 8: \$/Sheet (4x8 sheet – 32 SF) – To supply and install ½" minimum thickness wood sheathing over floor protection paper – as directed by Construction Manager.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 9.24B – Painting

KA SPECIAL REQUIREMENTS

1.01 PAINTING

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
09720	Wall Covering	Complete
09900	Painting	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

All painting and minor touch-up required per specifications required in 1.01 above.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others. Insulation that is concealed is part of BP-1. All other insulation is within this Work Scope. BP-1 cold-formed framing.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 60 working days to complete their work.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.

Work Scope 9.24B – Painting

KA SPECIAL REQUIREMENTS

- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. Blackout painting on/at curved roof locations.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all remaining layout.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Miscellaneous Metals:** Provided, installed, and finish painted under previous contracts. Include refinishing work prior to building occupancy. Stair railings and treads/risers.
- D. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- E. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- H. **Composite Clean-Up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.

Work Scope 9.24B – Painting

KA SPECIAL REQUIREMENTS

- B. Quality Control Submittals: All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$12,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
1. Allowance No. 7: Include allowance in Work Scope 9.24B for substitution of alternate paint coatings in the amount of \$12,000.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 9: \$/Hour rate* for Painter work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Alternate No. 6A: Add filling of surface voids and painting of concrete columns at C-line using mineral silicate paint system as specified in Section 09900 as part of Work Scope 9.24B.
Add (deduct) the sum of: _____ Dollars (\$_____).
- B. Alternate No. 6B: Add painting only of concrete columns at C-line using mineral silicate paint system as specified in Section 09900 as part of Work Scope 9.24B.
Add (deduct) the sum of: _____ Dollars (\$_____).

-- End --

Work Scope 10.21B – Specialties MATERIAL ONLY

KA SPECIAL REQUIREMENTS

1.01 SPECIALITIES MATERIAL ONLY

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
10110	Display Cases	Material only – Installed by WS6.21B
10155	Toilet Compartments	Material only – Installed by WS6.21B
10262	Wall Protection	Material only – Installed by WS6.21B
10505	Metal Lockers	Material only – Installed by WS6.21B
10811	Commercial Toilet Accessories	Material only – Installed by WS6.21B
11132	Projection Screens	Material only – Installed by WS6.21B
12484	Entrance Floor Mats and Frames	Material only – Installed by WS6.21B

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope. Work scope includes all hardware, anchors, etc.
- Excluding:** Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.
- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations. (For delivery coordination.)
- D. **Project Labor Agreement:** Not applicable.

Work Scope 10.21B – Specialties MATERIAL ONLY

KA SPECIAL REQUIREMENTS

- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
 - 1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 30 working days to complete their work.
- G. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- H. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- I. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- J. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- K. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- L. Specifications super cede Plan details regarding finish type.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required. Coordinate for receiving material with installing work scope.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$5,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 8: Substitution of alternate finish materials as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Not applicable.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 10.22B – Signage KA SPECIAL REQUIREMENTS

1.01 SIGNAGE

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
10430	Panel Signage	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction Manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install complete functioning systems required in 1.01 above. Work scope includes all hardware, anchors, etc.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 20 working days to complete their work onsite.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.

Work Scope 10.22B – Signage

KA SPECIAL REQUIREMENTS

- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. Specifications super cede Plan details regarding finish type.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- D. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
- E. **Composite Clean-Up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$4,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 9: Substitution of alternate finish materials as directed by the Construction Manager/Owner/Architect.

Work Scope 10.22B – Signage

KA SPECIAL REQUIREMENTS

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 10: \$/Hour rate* for Sign Installer work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 12.20B – Window Treatments

KA SPECIAL REQUIREMENTS

1.01 WINDOW TREATMENTS

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
12491	Horizontal Louver Blinds	Complete
12493	Blackout Shades	Complete
12494	Motorized Roller Shades	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install complete functioning systems for items listed in 1.01 above. This includes final electrical connections if/as required. Work scope includes all hardware, anchors, etc.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 20 working days to complete their work.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.

Work Scope 12.20B – Window Treatments

KA SPECIAL REQUIREMENTS

- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. Specifications super cede Plan details regarding finish type.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- D. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- E. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

Work Scope 12.20B – Window Treatments

KA SPECIAL REQUIREMENTS

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$8,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 10: Include allowance in Work Scope 12.20B for substitution of alternate shade materials in the amount of \$8,000.00.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 11: \$/Hour rate* for Window Treatment Installer work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 12.21B – Public Area Furniture

KA SPECIAL REQUIREMENTS

1.01 PUBLIC AREA FURNITURE

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
12500	Public Area Furniture	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install complete functioning public area furniture. Work scope includes all hardware, anchors, etc.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 10 working days to complete their work.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.

Work Scope 12.21B – Public Area Furniture

KA SPECIAL REQUIREMENTS

- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. Specifications super cede Plan details regarding finish type.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- D. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- E. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- G. **Composite Clean-up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

Work Scope 12.21B – Public Area Furniture

KA SPECIAL REQUIREMENTS

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$15,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 11: Include allowance in Work Scope 12.21B for substitution of alternate furnishings in the amount of \$15,000.00.

1.07 UNIT PRICES AND COST BREAK DOWN ALLOWANCES

- A. Not applicable.

1.08 ALTERNATE ALLOWANCES

- A. Not applicable.

-- End --

Work Scope 12.22B – Gate Seating KA SPECIAL REQUIREMENTS

1.01 GATE SEATING

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
12520	Gate Seating	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install complete functioning gate seating per specifications required in 1.01 above. Work scope includes all hardware, anchors, etc.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 10 working days to complete their work onsite.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.

Work Scope 12.22B – Gate Seating

KA SPECIAL REQUIREMENTS

- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. Specifications super cede Plan details regarding finish type.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- D. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- E. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- G. **Composite Clean-up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

Work Scope 12.22B – Gate Seating

KA SPECIAL REQUIREMENTS

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$16,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 12: Include allowance in Work Scope 12.22B for gate seating electrification in the amount of \$16,000.00.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Not applicable.

1.08 ALTERNATES

- A. Alternate No. 3: Substitute manufacturer's standard solid polyurethane seats and backs for upholstered vinyl seats and backs as indicated in specification Section 12520 Gate Seating as part of Work Scope 12.22B..
Add (deduct) the sum of: _____ Dollars (\$_____).

-- End --

Work Scope 13.21B – Computer Controlled Access

KA SPECIAL REQUIREMENTS

1.01 COMPUTER CONTROLLED ACCESS

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
13700	Part 1542 Computer Controlled Access System (CCAS)	Includes rough-in for WS16.20A
16714	Communications Equipment Room Fittings	As it applies
16715	Communications General Network Equipment	As it applies
16730	Security Telephones	Complete
07841	Through-Penetration Firestop Systems	For this Work Scope only
	Computer Network/Work Stations	Rough-in wiring by WS16.20A electrical
	Television Systems	Rough-in wiring by WS16.20A electrical

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide, install, and train Owner on all specifications required in 1.01 above.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.

Work Scope 13.21B – Computer Controlled Access

KA SPECIAL REQUIREMENTS

- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
 - 1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 45 working days to complete their work onsite.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work. Special coordination with Mechanical, Electrical Work, and all low voltage Scopes is required.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements. This Work Scope is ultimately a Design-Build project, and must conform to all governing agencies and requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. **Functional System:** Provide complete functional system consistent with the design intent of the specifications sections identified above and other project documents, including but not limited to:
 - 1. Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
 - 2. Compliance with applicable Building Codes related to installation and wiring.
 - 3. Required permits and inspections fees.
- O. **Fire-Stopping Assemblies occurring within and around drywall assemblies:** Provide firestopping for penetrations required by this Work Scope through fire rated assemblies and where indicated in accordance with requirements of Section 07841.
 - 1. Special Note: Project will select a single fire-stopping manufacturer for use throughout the Project. Coordinate requirements with Kraus-Anderson Construction Company.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- D. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- E. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.

Work Scope 13.21B – Computer Controlled Access

KA SPECIAL REQUIREMENTS

- G. **Composite Clean-up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$21,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 13: Include allowance in Work Scope 13.21B for additional access control devices in the amount of \$21,000.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 12: \$/Hour rate* for IT Technician work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 13.22B – Flight Display

KA SPECIAL REQUIREMENTS

1.01 FLIGHT DISPLAY

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
13742	Multi-User Flight Information Display System (MUFIDS)	Complete
16714	Communications Equipment Room Fittings	As it applies
16715	Communications General Network Equipment	As it applies
07841	Through-Penetration Firestop Systems	For this Work Scope only

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.
- Furnish and install a complete fully functioning MUFID system per the specifications and contract documents. This work scope includes all fire stopping of penetrations resulting from this work scope.
- Excluding:** Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.
- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 20 working days to complete their work onsite.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.

Work Scope 13.22B – Flight Display KA SPECIAL REQUIREMENTS

- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work. Special coordination with Mechanical, Electrical, and low voltage contractors Work Scopes is required.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements. This Work Scope is ultimately a Design-Build project, and must conform to all governing agencies and requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. **Functional System:** Provide complete functional system consistent with the design intent of the specifications sections identified above and other project documents, including but not limited to:
 - 1. Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
 - 2. Compliance with applicable Codes related to MUFIDS requirements.
 - 3. Required permits and inspections fees (if applicable).
- O. **Fire-Stopping Assemblies occurring within and around drywall assemblies:** Provide firestopping for penetrations required by this Work Scope through fire rated assemblies and where indicated in accordance with requirements of Section 07841.
 - 1. Special Note: Project will select a single fire-stopping manufacturer for use throughout the Project. Coordinate requirements with Kraus-Anderson Construction Company.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- D. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- E. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- G. **Composite Clean-up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.

Work Scope 13.22B – Flight Display KA SPECIAL REQUIREMENTS

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$12,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 14: Include allowance in Work Scope 13.22B for additional Flight Information Displays in the amount of \$12,000.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Not applicable.

1.08 ALTERNATES

- A. Alternate No. 5: Provide "off-site" MUFIDs services in lieu conventional "on premises" system as described in specification Section 13742 for Work Scope 13.22B..
Add (deduct) the sum of: _____ Dollars (\$ _____).

-- End --

Work Scope 14.20B – Elevators & Escalators

KA SPECIAL REQUIREMENTS

1.01 ELEVATORS & ESCALATORS

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
14240	Hydraulic Elevators	Complete
14310	Escalators	Complete
07841	Through-Penetration Firestop Systems	For this Work Scope only

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install complete and fully functioning elevator and escalator systems per the specifications. Work includes the preparation of the installation area, moving of components into place, installation, test running and adjusting of the equipment and certifying of equipment for safe operation.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 75 working days to complete their work onsite.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.

Work Scope 14.20B – Elevators & Escalators

KA SPECIAL REQUIREMENTS

- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. **Functional System:** Provide complete functional system consistent with the design intent of the specifications sections identified above and other project documents.
 - 1. Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
- O. **Elevators and Escalators:** Provide complete system in accordance with Sections 14240 and 14310 including, but not limited to the following:
 - 1. Shaft size restrictions: The elevator hoistway and escalator pits sizes are fixed and cannot change. Modify elevator cabs size to comply with existing hoistway and minimum interior car sizes indicated. Field verifications are necessary.
 - 2. Required modifications for the hoistway or elevator necessary to comply with the Elevator and Escalator Code or Building Code is the responsibility of this Work Scope.
 - a. Including sloped enclosures for horizontal surfaces/ledges within the hoistway.
 - b. Any grouting or cover plates necessary for complete system.
 - 3. Power Requirements: Coordination with electrical subcontractor to ensure proper power requirements.
 - 4. Fire Alarm Requirements: Coordination with the fire alarm system to ensure proper requirements are provided.
 - 5. Miscellaneous metals not indicated, but required by elevator supplier, shall be responsibility of this Work Scope.
 - 6. Subfloor Requirements: Finished floor material will be provided (furnished and installed) under other Work Scopes. This Work Scope is responsible to provide a subfloor assembly acceptable to receive the finish flooring provided by others.
- P. **Embeds and Supports:** Include sleeves, embeds, beams, supports and anchorage necessary for complete installation of the elevator, guide rails, and accessories in addition to the steel indicated on the Documents to achieve specified performance requirements.
 - 1. Embedments or inserts that need to be incorporated into the concrete structure are to be supplied by this Subcontractor for installation by others.
 - a. Deliver embedments in a timely manner and provide complete drawings indicating setting locations and orientation of all embedments.
 - b. Confirm installed locations of embedments prior to the concrete being poured.
- Q. **Primary and Secondary Steel:** Provide (furnish and install) structural and secondary steel within or adjacent to hoistway or machine room that is necessary or required by this Work Scope to install or support your Work, including support platform or maintenance platform required within the machine room to install and service equipment as indicated or required by applicable codes.
- R. **Pit ladders:** Provide (furnish and install) elevator pit ladders as indicated or required by applicable codes.
- S. **Fire-Stopping Assemblies:** Provide firestopping for penetrations required by this Work Scope through fire rated assemblies in accordance with requirements of Section 07841 to maintain the integrity of the fire-rated assembly.
 - 1. Special Note: Project will select a single fire-stopping manufacturer for use throughout the Project.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.

Work Scope 14.20B – Elevators & Escalators

KA SPECIAL REQUIREMENTS

- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptance of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- D. **Special Inspections:** Special and structural inspections will be done in accordance with the Contract Documents.
- E. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- F. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- G. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- H. **Composite Clean-up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.
- I. **Scheduling Requirements:** Schedule field operations to complete elevators concurrently allow testing and inspection procedures prior to Substantial Completion in accordance with the Project Schedule.
 - 1. Work associated with elevators shall begin prior to machine room enclosure, including but not limited to, dropping plumb lines, installation of pit and hoistway equipment, and installation of car platforms.
 - 2. Coordinate requirements and timing of availability of permanent power within the machine room in order to comply with the Project Schedule.
 - 3. Project Schedule requirements individual elevators and specific banks of elevators to be turned over in phases and will require multiple inspections.
- J. **Elevator of Construction Use:** One elevator shall be turned over to KA for construction use at the time of acceptance by the City Elevator Inspector.
 - 1. Provide protection pads for construction use, and new protective pads as specified for permanent use by Owner.
 - 2. Reconditioning of Elevators used during Construction: Include maintenance, repairs, cleaning and necessary reconditioning services for elevators cars to be used for temporary construction hoisting purposes. The elevator is to be reconditioned to the extent to comply with the specified warranty requirements commencing after turnover of the building to the Owner.
- K. **Equipment and System Start-up:** Start, test and adjust equipment and systems prior to completion.
 - 1. Adjust motors to operate at proper nameplate amperage, tighten belts and adjust sheaves.
 - 2. Provide complete code required testing in accordance with project requirements, and as requested by Elevator Inspector.
- L. **Elevator Warranty:** Warranty for elevators as specified will begin from the date of Owner final elevator acceptance.
 - 1. Include cost for extended warranty, maintenance agreement, and other appropriate costs for 12 weeks to use elevator #154 for construction purposes. The cost for this service will be adjusted for the actual weeks used, cost adjustment per week duration subject to terms and conditions of the Subcontract Agreement and will be adjusted based on actual usage (refer to Unit Prices below).

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

Work Scope 14.20B – Elevators & Escalators

KA SPECIAL REQUIREMENTS

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. Quality Control Submittals: All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$10,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 15: Include allowance in Work Scope 14.20B for substitution of alternate cab partition finish materials in the amount of \$10,000.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 13: \$/Hour rate* for Carpenter work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices. \$/Week construction for use of elevator.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 15.21B – Plumbing Fixtures

KA SPECIAL REQUIREMENTS

1.01 PLUMBING FIXTURES

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
15051	Basic Plumbing Materials & Methods	Complete
15410	Plumbing Fixtures	Complete
15412	Plumbing Emergency Fixtures	Complete
15413	Plumbing Security Fixtures	Complete
15426	Drinking Fountains	Complete
15430	Plumbing Specialties	Complete

2. Items specified in other Sections, but installed by this Work Scope
- | | | |
|-------|---|---------------|
| 07920 | Interior sealant around plumbing fixtures | As it applies |
|-------|---|---------------|

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install all Division 15 specification sections listed in 1.01 above.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.

Work Scope 15.21B – Plumbing Fixtures

KA SPECIAL REQUIREMENTS

- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
 - 1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 20 working days to complete their work onsite.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. **Sealant around Pipe Penetrations:** Provide sealant in accordance with Section 07920 around piping penetrations fixtures and accessories installed by this Work Scope.
- O. **Equipment and System Start-up:** Start, test and adjust equipment and systems prior to completion.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- D. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- E. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- F. **Composite Clean-up Crew:** Weekly composite clean up crew will be utilized on this project.
 - 1. This trade contractor will be required to participate in this effort as part of this Work Scope at no additional cost.
- G. **System Coordination:** Provide a qualified representative to coordinate other trades.
 - 1. Ensure interface between interrelated products are compatible with one another.

1.04 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and

Work Scope 15.21B – Plumbing Fixtures

KA SPECIAL REQUIREMENTS

- requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.05 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$4,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
1. Allowance No. 16: Include allowance in Work Scope 15.21B for substitution of alternate plumbing fixtures in the amount of \$4,000.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Not applicable.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 16.21B – Electrical Generator

KA SPECIAL REQUIREMENTS

1.01 ELECTRICAL GENERATOR

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
Division 16	Electrical [all sections within Division 16]	Complete
16050	Basic Electrical Materials & Methods	As it applies
16060	Grounding & Bonding	As it applies
16075	Electrical Identification	As it applies
16080	Electrical Testing	As it applies
16120	Conductors and Cables	As it applies
16231	Packaged Engine Generators	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install a complete and fully functional package electrical generator system that is well coordinated with other scopes as a part of this bid scope.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.

Work Scope 16.21B – Electrical Generator

KA SPECIAL REQUIREMENTS

- F. **Contract Duration:** This Work Scope will have 20 working days to complete their work onsite.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. **Functional System:** Provide complete functional system consistent with the design intent of the specifications sections identified above and other project documents, including but not limited to:
 - 1. Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
 - 2. Required permits and inspections fees.
- O. **Sleeve:** Layout, cutting openings, and setting sleeves and embeds required by this Work Scope.
- P. **Sealant around Electrical Components:** Provide sealant in accordance with Section 07920 around electrical conduits and comments penetrating exterior walls, sound rated partitions, smoke-tight or vapor-tight assemblies.
- Q. **System Start-up:** Start, test and adjust systems prior to completion.
- R. **Utility Company Coordination:** Coordination with utility/electrical company to install required services and pay for costs associated with connections, unless specifically indicated otherwise.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- D. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- E. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- G. **System Coordination:** Provide a qualified representative to coordinate other trades.
 - 1. Ensure interface between interrelated products are compatible with one another.

Work Scope 16.21B – Electrical Generator

KA SPECIAL REQUIREMENTS

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$8,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 17: Include allowance in Work Scope 16.21B for alternate snow hood provisions in the amount of \$8,000.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Not applicable.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 16.22B – Public Announcement System

KA SPECIAL REQUIREMENTS

1.01 PUBLIC ANNOUNCEMENT SYSTEM

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
Division 16	Electrical [all sections within Division 16]	Complete
07841	Through-Penetration Firestop Systems	For this Work Scope only
16714	Communications Equipment Room	As it applies
16715	Communications General Network Equipment	As it applies
16726	Integrated Paging System & Equipment	Rough-in work by WS16.20A

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.
- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Provide and install a complete and fully functional public announcement system that is well coordinated with other scopes as a part of this bid scope. (This bid scope will include the entire tug tunnel extension from the building edge to its eventual end to be completed in the future.)

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.

Work Scope 16.22B – Public Announcement System

KA SPECIAL REQUIREMENTS

- F. **Contract Duration:** This Work Scope will have 45 working days to complete their work onsite.
- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. **Functional System:** Provide complete functional system consistent with the design intent of the specifications sections identified above and other project documents, including but not limited to:
 - 1. Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
 - 2. Required permits and inspections fees.
- O. **Fire-Stopping Assemblies:** Provide firestopping for penetrations required by this Work Scope through fire rated assemblies in accordance with requirements of Section 07841 to maintain the integrity of the fire-rated assembly.
 - 1. Special Note: Project will select a single fire-stopping manufacturer for use throughout the Project.
 - 2. Coordinate with Kraus-Anderson to minimum the number of penetrations required.
- P. **Sealant around Electrical Components:** Provide sealant in accordance with Section 07920 around electrical conduits and comments penetrating exterior walls, sound rated partitions, smoke-tight or vapor-tight assemblies.
- Q. **System Start-up:** Start, test and adjust systems prior to completion.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- D. **Special Protection:** Take special care while working above other trades and to provide protection necessary to protect trades below from falling objects and sparks.
- E. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- F. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.
- G. **System Coordination:** Provide a qualified representative to coordinate other trades.
 - 1. Ensure interface between interrelated products are compatible with one another.

Work Scope 16.22B – Public Announcement System

KA SPECIAL REQUIREMENTS

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. **Quality Control Submittals:** All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$4,000.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 18: Include allowance in Work Scope 16.22B for additional public address speakers in the amount of \$4,000.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Not applicable.

1.08 ALTERNATES

- A. Not applicable.

-- End --

Work Scope 16.23B – Network Systems

KA SPECIAL REQUIREMENTS

1.01 NETWORK SYSTEMS

- A. **Specific Work Scope:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus all project drawings, addenda, and other documents identified as part of this Work Scope package, regardless of design discipline, drawing sheet identification, or jurisdictional requirements. In the event of a conflict between the General Provisions and Special Provisions, the Special Provisions will prevail.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

Part 1	Title	Complete
Part 2	Bid Information and Proposal Forms	Complete
Part 3	Mandatory Contract Provisions	Complete
Part 4	General Provisions	Complete
Part 5	Supplementary General Conditions	Complete
Part 6	Safety & Security	Complete
Part 7	Special Conditions	Complete
Part 8	Special Provisions	Complete
Part 9	Appendix	Complete
Part 10	Division 01 - General Requirements	Complete
16714	Communications Equipment Room Fittings	As it applies
16715	Communications General Network Equipment	As it applies
16722	Intercommunications Systems	Complete
16801	Administrative Workstations	Complete
07841	Through-Penetration Firestop Systems	As it applies

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Specifications Parts 1 – 10 for additional requirements affecting this Work Scope. Also review previously awarded work Bid Package 1 and Bid Package 2A Work Scopes (available upon request) to understand scopes that may relate to this Work Scope.

- B. **Scope: Including but not limited to:** Furnish complete labor and materials (unless noted otherwise) for all work scope indicated on the contract documents, specifically the specification sections identified above. Include all necessary layout of lines and elevations, field measurements, equipment and tools, material handling/hoisting equipment, receiving / off-loading / storing of materials (as coordinated with the Construction Manager Superintendent), freight and delivery charges, and sales and use taxes. Direct coordination and cooperation with other Work Scope contractors, other trades, code enforcement officials, regulatory government personnel, owner representatives and the Construction manager are considered part of the Work Scope. Quality control and self inspections/corrections of completed work provided by this Work Scope is the responsibility of this scope. The establishment and enforcement of a safety program that complies with all applicable regulations (including OSHA) and the project specifications/contract documents is a part of the work scope. Any temporary lighting beyond the normal OSHA requirements to properly complete this work scope is to be included as a part of the scope.

Furnish and install a complete fully functioning network system per the specifications and contract documents. This work scope includes all fire stopping of penetrations resulting from this work scope.

Excluding: Dumpsters, temporary toilets, temporary electrical power and lighting to OSHA standards, temporary heat/equipment/fuel (required enclosures by this Work Scope), snow plowing of parking lots and roads to access site (snow removal specific to this Work Scope is to be included in this scope) will be provided by others.

- C. **Work hours:** A typical workweek will be (5) 8-hour shifts from 7:00 AM to 3:30 PM, Monday through Friday (subject to change). However, all trade contractors are required to furnish the appropriate manpower count and work the required number of hours and days per week to fulfill the contract and schedule obligations.
- D. **Project Labor Agreement:** This project is governed by a Project Labor Agreement (PLA), requiring all labor to comply with the application contract documents.
- E. **Schedule:** The enclosed draft construction schedule prepared by the Construction Manager is a guideline of the approximate sequence of events that must occur to meet the targeted start and completion dates. Various milestone dates throughout the project will be fine-tuned with the assistance of the trade contractors and suppliers.
1. Liquidated damages will be assessed per the Contract Documents.
- F. **Contract Duration:** This Work Scope will have 10 working days to complete their work onsite.

Work Scope 16.23B – Network Systems

KA SPECIAL REQUIREMENTS

- G. **Protection of Your Work:** Until final acceptance by the Owner team, any necessary protection of in progress or completed scope is incidental to this Work Scope.
- H. **Coordination:** Coordinate all work with the Construction Manager and other trade contractors and suppliers that may interface with your work. Special coordination with Mechanical, Electrical, and low voltage Work Scopes is required.
- I. **Submissions:** Provide timely submission of insurance certificates, schedule of values, shop drawings, product data, sample and mockups.
- J. **Compliance:** Comply with all Federal, State and Local building codes and regulations, include OSHA, FAA, TSA, CBP and DAA requirements. This Work Scope is ultimately a Design-Build project, and must conform to all governing agencies and requirements.
- K. **Cleanup:** Provide continuous and ongoing housekeeping and cleanup as required to maintain a clean and safe jobsite. Cleanup related to this Work Scope is considered a part of the work scope, and provided at no additional cost. At a minimum, 1-day per week will be designated as the Cleanup day. Each contractor must anticipate several hours of cleanup each week on this day, which will vary by the level of cleaning required. During this cleanup time – All trades/contractors on site will be required to participate or be back charged for their portion of this cleanup. This will be enforced.
- L. **LEED Requirements:** Adhere to all LEED building requirements as defined in the Specifications.
- M. **Buy American Certification:** Contractors are required to adhere to all Buy American requirements in the Specifications.
- N. **Functional System:** Provide complete functional system consistent with the design intent of the specifications sections identified above and other project documents, including but not limited to:
 - 1. Items not shown but necessary to provide a properly functioning system shall be included in this Work Scope.
 - 2. Compliance with applicable requirements, including accommodation for project specific hazardous, responsible to satisfy concerns from the city fire marshal or building inspector.
- O. **Fire-Stopping Assemblies occurring within and around drywall assemblies:** Provide firestopping for penetrations required by this Work Scope through fire rated assemblies and where indicated in accordance with requirements of Section 07841.
 - 1. Special Note: Project will select a single fire-stopping manufacturer for use throughout the Project. Coordinate requirements with Kraus-Anderson Construction Company.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Parts 1 – 10 of the specifications (previously awarded work).
 - 1. This Work Scope is responsible for all relevant layout regarding scope necessary to complete required work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Safety Requirements:** This Work Scope is responsible for the maintenance of temporary handrails, guardrails, toe boards, cable rails, and supports for the same at leading edges, stair handrails, and other openings required to be protected by OSHA regulations for your required work areas.
- D. **Special Coordination:** Special coordination and detailing will be required at the conditions indicated below, including cutting, fitting, and sealants around penetrations and accessories.
 - 1. Some floor systems have shallow ducting system underneath and have maximum floor loads to consider regarding lift/scaffold/storage of material locations. Consideration must be taken to not damage this system.
- E. **Construction Cleaning:** Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Materials to be removed and disposed in appropriate Kraus-Anderson dumpster.

1.04 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Include necessary provisions as required.
- B. **Hoisting and Scaffolding:** Work Scope is the responsibility for your own working platforms, scaffolding, hoisting and equipment necessary to access and complete work. Per OSHA regulations.
- C. **Onsite Storage:** Storing materials onsite and possible relocating materials will be necessary. Coordinate with Construction Manager.

Work Scope 16.23B – Network Systems

KA SPECIAL REQUIREMENTS

1.05 SUBMITTAL REQUIREMENTS

- A. In accordance with individual specification section requiring Submittals and Division 01 requirements, contractor shall coordinate, prepare, and submit a complete package of design submittals in accordance with the Project Schedule and requirements of the Contract Documents. Timely submission of insurance certificates, schedule of values, shop drawings, product data, samples, mock-ups, Disadvantaged Business DBE submittals, "Buy American" submittals and the final red-lines "As Built" drawings as required, are considered part of this Work Scope.
- B. Quality Control Submittals: All contractors are to provide their own quality control measures for their Work Scope, to include self inspections and correction of substandard work that does not meet the specification standards.

1.06 ALLOWANCES

- A. **Subcontractor Allowance:** Include a \$2,500.00 allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items. See Section 01210 for details.
 - 1. Allowance No. 19: Include allowance in Work Scope 16.23B for alternate security software requirements in the amount of \$2,500.00 as directed by the Construction Manager/Owner/Architect.

1.07 UNIT PRICES AND COST BREAK DOWNS

- A. Unit Price No. 14: \$/Hour rate* for IT Technician work as directed/approved by Construction Manager. To be applied against allowance or extra work. *This rate must include small tools, costs incidentals, and OH&P. Provide Add and Deduct prices.

1.08 ALTERNATES

- A. Not applicable.

-- End --

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidder's Name _____

Address _____

1. Participation in a previously Federally assisted contract or subcontract.
 - a. The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes.
 - (1) The Bidder (Proposer) has () has not () participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246, as amended.
 - (2) The Bidder (Proposer) has () has not () submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained to award of subcontractors.
 - b. If the Bidder (Proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.
 - c. When a determination has been made to award the contract to a specific contractor, such contractor may be required, prior to award, or after the award, or both, to furnish such other pertinent information regarding its own employment practice and policies as well as of its proposed subcontractors as the FAA, the Sponsor, or the Director of OFCC may require. (41 CFR Chapter 60; FAR 152.6(c).)

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer

(Please Type)

() Contractor

() Subcontractor

Signature

Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Airport Name: Duluth International Airport

Location: Duluth, MN

Sponsor: Duluth Airport Authority

FAA AIP Number: 3-27-24-50-11

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

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

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal Tax return)

Airport Name: Duluth International Airport

Location: Duluth, MN

Sponsor: Duluth Airport Authority

FAA AIP Number: 3-27-24-50-11

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, 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 undersigned, 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 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 or any agency, 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 of Lobby Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor _____ Dated _____

Signed _____

Airport Name: Duluth International Airport

Location: Duluth, MN

Sponsor: Duluth Airport Authority

FAA AIP Number: 3-27-24-50-11

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION - 49 CFR PART 29
(VERSION 1, 1/5/90)**

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Contractor _____ Dated _____

Signed _____

Airport Name: Duluth International Airport

Location: Duluth, MN

Sponsor: Duluth Airport Authority

FAA AIP Number: 3-27-24-50-11

RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS CERTIFICATION

The undersigned CONTRACTOR or SUBCONTRACTOR, hereby certifies that it:

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

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 a CONTRACTOR or SUBCONTRACTOR who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely upon the certification of a prospective SUBCONTRACTOR unless it has knowledge that the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the sponsor if the CONTRACTOR learns that its certification or that of a SUBCONTRACTOR was erroneous when submitted or has become erroneous by reason of changed circumstances. The SUBCONTRACTOR agrees to provide immediate written notice to the CONTRACTOR, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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

Contractor _____ Dated _____

Signed _____

Airport Name: Duluth International Airport

Location: Duluth, MN

Sponsor: Duluth Airport Authority

FAA AIP Number: 3-27-24-50-11

DBE ATTACHMENT

Each bidder shall submit with the proposal a written assurance of its ability to meet the prescribed DBE goal of **4.95 %** in its bid or of its "good faith efforts" to meet that goal. Bids received that do not contain this assurance or have not given acceptable evidence of "good faith efforts" to meet the DBE goal may be considered nonresponsive and may be ineligible for award of the contract at the discretion of the DAA.

Exclusive agreements between DBEs and Bidder/Proposers are forbidden. Bidders will submit, in writing, the names of the DBEs included in the bid, a description of the work the DBEs will perform and the dollar value of each DBE subcontract.

<u>DBE Firm</u>	<u>Description of Work</u>	<u>Dollar Value</u>
-----------------	----------------------------	---------------------

DAA DISADVANTAGED BUSINESS ENTERPRISE POLICY STATEMENT

The Duluth Airport Authority has established a Disadvantage Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Duluth Airport Authority has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Duluth Airport Authority has signed an assurance that it will comply with 49 CFR part 26.

It is the policy of the Duluth Airport Authority to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also our policy to ensure nondiscrimination in the award and administration of DOT assisted contracts; to create a level playing field on which DBEs can compete fairly for DOT assisted contracts; to ensure that the DBE program is narrowly tailored in accordance with applicable law; to ensure that only firms that fully meet 49 CFR part 26 eligibility standards are permitted to participate as DBEs; to help remove barriers to the participation of DBEs in DOT assisted contracts; and to assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of Operations has been delegated as the DBE Liaison Officer. In that capacity, the Director of Operations is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Duluth Airport Authority in its financial assistance agreements with the Department of Transportation.



Brian Grefe
DBE Liaison Officer
Duluth Airport Authority
4701 Grinden Drive
Duluth, MN 55811
(218) 727-2968
bgrefe@duluthairport.com

**DEPARTMENT OF TRANSPORTATION
DBE PROGRAM – 49 CFR PART 26
DULUTH AIRPORT AUTHORITY**

POLICY STATEMENT

Section 26.1, 26.23**Objectives/Policy Statement**

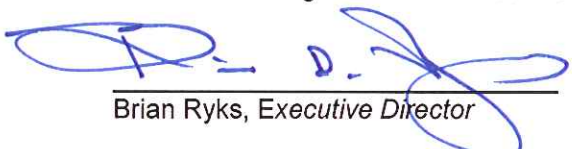
The Duluth Airport Authority has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Duluth Airport Authority has received Federal financial assistance from the Department of Transportation, and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

It is the policy of the Duluth Airport Authority to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of Operations has been delegated as the DBE Liaison Officer. In that capacity, *the Director of Operations* is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Duluth Airport Authority in its financial assistance agreements with the Department of Transportation.

The Duluth Airport Authority has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by including this statement in our bid documents along with our advertisements in minority and majority publications.



Brian Ryks, Executive Director

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The Duluth Airport Authority is the recipient of federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The Duluth Airport Authority will adopt the definitions contained in Section 26.5 for this program.

Section 26.7 Non-discrimination Requirements

The Duluth Airport Authority will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Duluth Airport Authority will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

The Duluth Airport Authority will report DBE participation to DOT as follows:

We will submit annually DOT Form 4630, as modified for use by FAA recipients.

Bidders List: 26.11(c)

The Duluth Airport Authority will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder list will include the name, address, DBE / non-DBE status, age, and annual gross receipts of firms.

The Duluth Airport Authority will collect this information by obtaining the Minnesota DOT Certified DBE Directory, utilizing past record information maintained by the City of Duluth Purchasing Department and obtaining information provided by firms quoting on projects.

Section 26.13 Federal Financial Assistance Agreement

The Duluth Airport Authority has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

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

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

The Duluth Airport Authority will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

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

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the Duluth Airport Authority has received a grant of \$250,000 or more for airport planning or development, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Brian Grefe, Director of Operations
Duluth Airport Authority
4701 Grinden Drive
(218) 727-2968
e-mail: bgrefe@duluthairport.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Duluth Airport Authority complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the *Executive Director Brian Ryks* concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in *Attachment 1* to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO will administer the program and has access to additional staff and legal council if needed to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes Duluth Airport Authority's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the *Executive Director* on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Participates in pre-bid meetings.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in Minnesota.
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the Duluth Airport Authority's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the Duluth Airport Authority to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The *Finance Director* of the Duluth Airport Authority has reviewed the list of lending institutions in our area of Minnesota and determined that no institutions exist that are owned or controlled by socially or economically disadvantaged individuals.

Section 26.29 Prompt Payment Mechanisms

The Duluth Airport Authority will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contract receives from Duluth Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Duluth Airport Authority. This clause applies to both DBE and non-DBE subcontracts.

Section 26.31 Directory

The Duluth Airport Authority maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. We revise the Directory annually. We make the Directory available as follows: *Duluth Airport Authority, 4701 Grinden Drive, Duluth, MN 55811; (218) 727-2968; e-mail: daa@duluthairport.com* The Directory may be found in *Attachment 2* to this program document.

Section 26.33 Overconcentration

Duluth Airport Authority has not identified that overconcentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

Duluth Airport Authority has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The Duluth Airport Authority will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. *Attachment 3* lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by verifying payroll reports and verifying work performed.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Duluth Airport Authority does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in *Attachment 4* to this program. This section of the program will be updated annually.

In accordance with Section 26.45(f) the Duluth Airport Authority will submit its overall goal to DOT on August 1 of each year. Before establishing the overall goal each year, Duluth Airport Authority will consult with the *compliance officer for the City of Duluth, along with the Builders Exchange officials of Northern Minnesota, Minnesota Small Business Development Cooperation, Minnesota Department of transportation, and the Local Office of Economic Security* to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Duluth Airport Authority's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at your principal office for 30 days following the date of the notice, and informing the public that you and DOT will accept comments on the goals for 45 days from the date of the notice. This notice will be published in both local general circulation newspapers and a local minority publication. Normally, we will issue this notice by June 1 of each year. The notice must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

We will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in [Attachment 5](#) to this program. This section of the program will be updated annually when the goal calculation is updated.

Section 26.51(d-g) Contract Goals

The Duluth Airport Authority will use contract goals to meet any portion of the overall goal Duluth Airport Authority does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures**Demonstration of good faith efforts (26.53(a) & (c))**

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Attachment 5

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts regarded as a responsive approach.

DBELO
City Attorney

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

Duluth Airport Authority treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by Duluth Airport Authority that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: *Mary Prescott-Acting Director, Office of EEO Contract Management, 395 John Ireland Boulevard, St. Paul, MN 55155 (651) 366-3150.*

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

Duluth Airport Authority will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison

officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Duluth Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 2.1% percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Duluth Airport Authority will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will use the Minnesota Unified Certification Program (Mn/UCP) to certify firms under Part 26 requirements.

For information about the certification process or to apply for certification, firms should contact:

*Minnesota Department of Transportation
Office of EEO Contract Management
395 John Ireland Boulevard
St. Paul, MN 55155-1899
(651) 366-3073*

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

Duluth Airport Authority is the member of a Unified Certification Program (UCP) administered by *Minnesota Department of Transportation*. The UCP will meet all of the requirements of this section. The following is a description of the UCP:

The Minnesota Uniform Certification Program (Mn/UCP) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Agencies that comprise the Mn/UCP have received Federal financial assistance from DOT and, as a condition of receiving this assistance, have signed an assurance that they will comply with 49 CFR Part 26. The Mn/UCP was submitted March 2002 and was approved.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c)

We will for recertifications use the Mn/UCP certification process that has been updated to Part 26 requirements.

"No Change" Affidavits and Notices of Change (26.83(i))

We require all DBEs to inform us, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with DBE's application for certification.

We will use the Mn/UCP certification process that meets the Part 26 requirements.

Section 26.85 Denials of Initial Requests for Certification

We will use the Mn/UCP process for this requirement that meets the Part 26 requirements.

Section 26.87 Removal of a DBE's Eligibility

We will use the Mn/UCP process for this requirement that meets the Part 26 requirements.

Section 26.89 Certification Appeals

Any firm or complainant may appeal our decision in a certification matter to DOT. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights Certification Appeals Branch
400 7th Street, SW
Room 2104
Washington, D.C. 20590

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Duluth Airport Authority, MnDOT or DOT. This reporting requirement also extends to any certified DBE subcontractor.

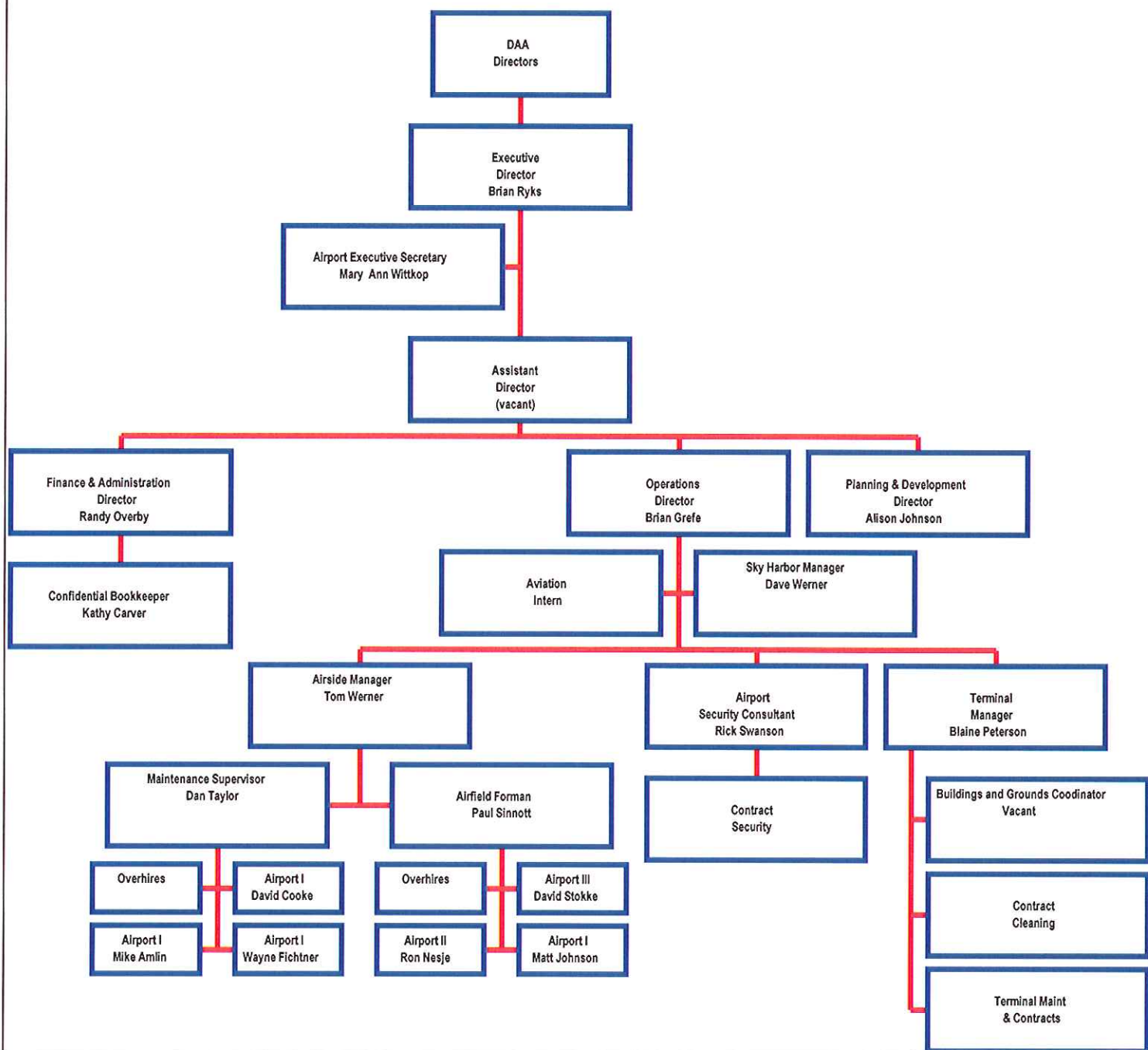
We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Overall Goal Calculations
Attachment 5	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 6	Form 1 & 2 for Demonstration of Good Faith Efforts

Attachment 1
Organizational Chart

**DULUTH AIRPORT AUTHORITY
ORGANIZATION CHART
February 22, 2008**



Attachment 2

DBE Directory

The Duluth Airport Authority utilizes the Minnesota Department of Transportation's Certified DBE Directory. This directory is maintained by the Mn DOT Office of EEO Contract Management and can be viewed or downloaded by visiting:

<http://www.dot.state.mn.us/eeocm/ucpdirectory.html>

Attachment 3

Monitoring and Enforcement Mechanisms

The Airport Authority has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to State Codes and / or Local Laws.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

Attachment 4**Section 26.45: Overall Goal Calculation****Amount of Goal**

The Duluth Airport Authority's overall goal for FY 2010-2011 is the following: 3.8% of the Federal Financial assistance we will expend in DOT-assisted contracts.

1. Snowmelter
2. Terminal Construction Phase 2

Although some of these projects are not guaranteed to occur in FY 2010-2011 depending on the availability of discretionary funding, DBE goals were set and factored into the overall DBE goal for FY 2010-2011.

Given the amount of DOT-assisted contracts the Authority could expect to let during this fiscal year, which is approximately \$42,906,845 (federal share only), the Duluth Airport Authority has set a goal of expending \$1,630,460 with DBEs during the fiscal year.

Methodology used to Calculate Overall Goal**Step 1: 26.45(c)**

The following is a summary of the method the Duluth Airport Authority utilized to calculate this year's goal.

Determine the base figure for the relative availability of DBEs. The base figure for the relative availability of DBE's was calculated as follows:

$$\text{Base figure} = \frac{\text{Ready, willing and able DBEs}}{\text{All firms ready, willing and able}}$$

The data source or demonstrable evidence used to derive the numerator was: Minnesota Certified DBE Directory <http://www.dot.state.mn.us/bidlet/misfiles/pdf/dbedirec.pdf>, and any known DBE contractor information and the United States Census Bureau Information <http://www.census.gov/epcd/cbp/view/cbpview.html>

The data source or demonstrable evidence used to derive the denominator was: Northern Minnesota Builder's Exchange Directory and the yellow pages of the telephone books from the area, the number of firms with these NAICS codes was determined 379.

The Duluth Airport Authority decided to weight the projects by utilizing an engineer's estimate to more accurately depict the DBE goal. Based on the engineer's estimate, the following three pages summarize the DBE goal calculation for each project

**DULUTH INTERNATIONAL AIRPORT
SNOW MELTER**

FY 2010 DBE GOAL

This project is expected to utilize \$1,335,000 in AIP funds for the Improvements

Weighted value based on Engineer's Estimate

	% of Project	**DBE *RWA	Non- DBE RWA	Anticipated DBE Participation
Snow Melter	82.5%	0	1	0.00%
Electrical	1.7%	9	74	0.21%
Storm Sewer	6.2%	3	13	1.43%
Gas Utility	2.7%	0	7	0.00%
Pavement Demolition	1.7%	10	6	2.86%
Pavement Repair	5.2%	12	74	0.84%
Total	100%	34	175	5.34%

Total Project Cost	\$ 1,455,000.00
Anticipated DBE Participation	5.34%
***DBE Adjustment Factor	0.50
DBE Project Goal	2.7%

*RWA = Ready Willing and Able

**DBE= Disadvantaged Business Enterprise

***DBE Adjustment Factor = Factor based on the following

Previous Years Participation
Current Bidding Climate
Project
Schedule
Project Size

Duluth International New Passenger Terminal Building							
NAICS Codes and Values for DBE Goals							
NAICS Code	Definition	-	Value	%	DBE RWA	Non-DBE	Anticipated DBE Participation
562910	Remediation Services			0.2%			0.02%
	1. Abestos Abatement		\$ 100,000.00		1	12	
238910	Site Preparation Contractors			8.7%	6	23	2.28%
	1. Demolition/Site Removals		\$ 990,100.00				
	2. Earthwork		\$ 2,635,477.00				
237110	Water and Sewer Line and Related Structures Construction			1.4%	3	14	0.29%
	1. Utilities		\$ 564,156.00				
237310	Highway, Street, Bridge Construction			12.8%	5	27	2.37%
	1. Asphalt Paving		\$ 496,656.00				
	2. Concrete Paving		\$ 4,730,000.00				
	3. Site Concrete		\$ 95,880.00				
561730	Landscape Services			0.3%	5	15	0.10%
	1. Landscaping		\$ 130,620.00				
238990	Other Specialty Trade Contractors			1.4%	0	4	0.00%
	1. Chain Link Fencing		\$ 106,362.00				
	2. Exterior Specialties		\$ 177,670.00				
	3. Signage/Awnings		\$ 310,000.00				
238110	Poured Concrete Foundation and Structure Contractors			6.4%	10	19	3.36%
	1. Concrete		\$ 2,650,600.00				
238120	Structural Steel and Precast			6.6%	2	8	1.66%

		<u>Contractors</u>					
		1. Structural Steel Fabrication	\$ 1,955,000.00				
		2. Structural Steel Erection	\$ 806,120.00				
238130		<u>Framing Contractors</u>		0.3%	3	21	0.05%
		2. Rough Carpentry	\$ 136,500.00				
238140		<u>Masonry Contractors</u>		0.9%	1	18	0.05%
		1. Masonry	\$ 354,500.00				
238150		<u>Glass and Glazing Contractors</u>		5.5%	1	7	0.79%
		1. Curtainwall	\$ 2,087,100.00				
		2. Glass/Glazing	\$ 214,225.00				
238160		<u>Roofing Contractors</u>		3.3%	9	11	2.68%
		1. Roofing	\$ 611,400.00				
		2. Sheetmetal	\$ 750,000.00				
238170		<u>Siding Contractors</u>		0.9%	5	6	0.78%
		1. Composite Panels	\$ 387,500.00				
238190		<u>Other Foundation, Structure, and Building Exterior Contractors</u>		0.7%	0	2	0.00%
		1. Miscellaneous Metals	\$ 307,560.00				
238210		<u>Electrical Contractors and Other Wiring Installation Contractors</u>		9.8%	9	34	2.58%
		1. Electrical	\$ 3,935,000.00				
Sub517		2. Telecommunications	\$ 119,780.00				
238220		<u>Plumbing, Heating, Air Conditioning Contractors</u>		12.4%	4	27	1.83%
		1. Plumbing and HVAC	\$ 4,611,500.00				
		2. Fire Protection	\$ 525,000.00				

238290		<u>Other Building Equipment Contractors</u>		12.9%	0	3	0.00%
		1. Conveying Systems	\$ 5,235,000.00				
		2. Automatic Door Systems	\$ 140,000.00				
238310		<u>Drywall and Insulation Contractors</u>		2.5%	1	16	0.16%
		1. Drywall	\$ 1,020,880.00				
		2. Acoustical Ceilings	\$ 26,000.00				
238320		<u>Painting and Wallcovering</u>		0.6%	6	23	0.16%
		1. Painting	\$ 252,650.00				
238330		<u>Flooring Contractors</u>		0.3%	1	18	0.01%
		1. Carpet	\$ 106,000.00				
238340		<u>Tile and Terrazzo Contractors</u>		3.9%	1	7	0.56%
		1. Terrazzo Flooring	\$ 1,482,500.00				
		2. Ceramic Tile	\$ 156,720.00				
337110		<u>Wood Kitchen Cabinet and Countertop Manufacturing</u>		0.3%	0	2	0.00%
		1. Architectural Millwork	\$ 143,300.00				
238350		<u>Finish Carpentry Contractors</u>		0.2%	6	25	0.04%
		1. Finish Carpentry	\$ 75,000.00				
332321		<u>Metal Window and Door Manufacturing</u>		1.0%	0	8	0.00%
		1. Doors and Hardware	\$ 288,760.00				
		2. Specialty Doors	\$ 116,390.00				
238390		<u>Other Building Finishing Contractors</u>		5.9%	0	4	0.00%
		1. Metal Ceilings	\$ 1,398,064.00				
		2. Caulking	\$ 40,000.00				
		3. Waterproofing	\$ 208,000.00				

		4. Furniture Installation	\$ 600,000.00				
		5. Moveable Partitions	\$ 78,840.00				
		6. Accessories	\$ 119,160.00				
541380		Testing Laboratories		0.6%	0	1	0.00%
		1. Testing Services	\$ 234,375.00				
541370		Land Surveying Services		0.1%	5	18	0.04%
		1. Surveying	\$ 61,500.00				
		Total Project Cost:	\$ 41,571,845	100.0%	84.00	373.00	19.81%
		TOTAL PROJECT COST	\$ 41,571,845				
		ANTICIPATED DBE PARTICIPATION	19.81%				
		*** DBE Adjustment Factor	0.25				
		DBE Project Goal	4.95%				
*RWA = Ready Willing and Able							
**DBE= Disadvantaged Business Enterprise							
***DBE Adjustment Factor = Factor based on the following							
		Previous Years Participation					
		Current Bidding Climate					
		Project Schedule					
		Project Size					

Step 2: 26.45(d)

The Duluth Airport Authority past goal history was reviewed. The following projects are listed for reference.

1. AIP 93-2-3-27-0024-18 T/W B Phase 1 Paving and Lighting	6.6%
2. AIP 94-2-3-27-0024-22 T/W B Phase 2 Grading and Paving	12.3%
3. AIP 96-1-3-27-0024-23 R/W 3-21 Pavement Rehab	2.1%
4. AIP 99-1-3-27-0024-28-99 Install R/W Centerline / Touchdown Zone Lighting; Rehab R/W 9 Concrete	5.1%
5. AIP 00-1-3-27-0024-29-00 Install R/W 9 ALSF2 Lighting; Rehab Passenger Terminal Ramp	11.7%
6. AIP 3 27-0024-30-01 Construct R/W Safety Area; Security Fencing	0.6%
7. AIP 3-27-0024-36-04 Construct R/W 9/27 Shoulders and Lighting East	1.7%
8. AIP 3-27-0024-37-05 Construct Perimeter Road Phase 1 and ARFF Phase	1.94%
9. AIP 3-27-0024-37-04 Construct an Aircraft Rescue and Firefighting Facility; Perimeter Road; Install Fence; Wildlife Assessment; Runway Sweeper; Loading Bridge	1.93%
10. AIP 3-27-0024-39-05 Rehab Runway 9/27; Rehab West end Runway 9/27 shoulders & Taxiway Shoulders within Runway Safety Area; Improve West End Drainage, Replace West End Runway 9/27 HIRLS; Rehabilitate West End Taxiway Lights, Replace West End Airfield Signs	18.3%
11. AIP 3-27-0024-41-06 Phase III Rwy 9/27 Center Shld, Lighting, Drainage, PCI, SPCC, 3/21 Pavement Rehab, Boiler	5.8%
12. AIP 3-27-0024-43-07 TSA Terminal Baggage Area	2.8%
13. AIP 3-27-0024-43-07 Passenger Bridge Design	2.3%
14. AIP 3-27-0024-44-08 GA Taxiway & Apron, GA Taxiway to Future Hangers, GA Access Road to GA Arrivals Building, Replace Beacon, Purchase MN Power Hanger & Monaco T-Hangers.	1.2%

TOTAL: 60.47% AVERAGE: 6.0%

These past projects utilized the same SIC codes to compare past DBE participation with this year's goals. Because our base goal of 3.8% is close to past DBE participation with a similar project (Construct R/W 9-27 Shoulders and Lighting East 1.7%), the DAA will maintain this figure.

Public Participation

We published our goal information in these publications: Duluth News Tribune, Duluth, MN

Copies of the newspaper advertisements and any public comments received will be forwarded for review and included in this Attachment 4.

LEGAL ADVERTISING**NOTICE OF 2010-2011
DBE CONSTRUCTION GOAL**

THE DULUTH AIRPORT AUTHORITY HAS SET A DISADVANTAGED BUSINESS ENTERPRISE GOAL OF 3.8% FOR THE FY 2010-2011 FEDERALLY FUNDED PROJECTS. THE FEDERALLY FUNDED PROJECTS INCLUDE AN IN PAVEMENT SNOW MELTER AND PHASE 2 OF THE NEW DULUTH INTERNATIONAL TERMINAL, AND PREPERATION OF THE NORTH BUSINESS DEVELOPMENT AREA. THE GOALS AND RATIONALE ARE AVAILABLE FOR INSPECTION AND COMMENT DURING NORMAL BUSINESS HOURS AT THE AIRPORT ADMINISTRATION OFFICE, 4701 GRINDEN DRIVE, DULUTH, MN 55811 UNTIL MAY 20, 2010. THE DULUTH AIRPORT WILL ACCEPT COMMENTS ON THE CONSTRUCTION GOAL UNTIL MAY 31, 2010 AT THE ABOVE ADDRESS OR EMAIL: daa@duluthairport.com

Attachment 5**Section 26.51: Breakout of Estimated
Race-Neutral & Race Conscious Participation**

Duluth Airport Authority will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The Duluth Airport Authority uses the following race-neutral means to increase DBE participation: (1) Solicitation dates are scheduled to give potential participants ample time to direct questions and respond to bid requests. Bid advertisements are published in minority and non-minority publications to insure that potential participants are aware of the project. (2) While bonding is required of prime contractors to meet federal requirement the DAA does not impose these requirements on subcontractors and material suppliers. (3) Pre-bid conferences are held to explain the DBE program and make prime contractors aware of potential sources. (4) We will participate in local presentations or programs to explain contracting opportunities when such opportunities are available. (5) Copies of all plan holders are made available to all contractors in accordance with our standard copy policy.

We estimate that, in meeting our overall goal of 3.5%, we will obtain 0 to 1% from race-neutral participation and the majority (3.5%) through race-conscious measures (contract goals). An analysis (see next page – "DBE Participation Summary") was done of the overall goal accomplishments during the last few years to determine the airport's ability to achieve DBE participation on DOT assisted projects.

This analysis showed that less than 1% of our DBE accomplishments were beyond those required by contract goals. Because of the size of our organization, it is not feasible to devote extensive additional staffing or other resources to concentrate solely on the use of race-neutral means beyond what we have mentioned in this program. Should we become successful in obtaining higher than anticipated DBE participation, we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(0) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

Attachment 6

1. Forms 1 & 2 for Demonstration of Good Faith Efforts

**Minnesota Department of Transportation
Office of Civil Rights**

GOOD FAITH EFFORTS AFFIDAVIT

STATE OF MINNESOTA
COUNTY OF _____

I, _____ hereby acknowledge that I am the _____
of _____, the company that has been
identified as the apparent successful bidder of the following State Project:

S.P. _____

The undersigned, having been first duly sworn, says that the information given in the above certificate and DBE Good Faith Efforts documentation is true and correct to the best of his or her knowledge and belief.

Signed _____
Bidder or authorized representative

Subscribed and sworn to before me

This _____ day of _____, 200_____

Notary Public

My commission expires _____, 20_____



MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

CERTIFICATE OF GOOD FAITH EFFORTS

S.P. _____
 Prime Contractor _____ Low Bid _____ Goal _____ %
 Total DBE Commitment _____ (_____ %)

LIST YOUR SOLICITATION OF ALL SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS
 (Include all DBE and non-DBE firms solicited)

Subcontractor/Supplier/Service provider	DBE?	Phone	Dates, Method of Contact	Description of Work	Dollar Amount of Quote
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Make additional copies of this form as necessary)

Min/DOT OCR
3/2008

Page _____ of _____

Withholding Affidavit for Contractors

This affidavit must be approved by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors.

Please type or print clearly. This will be your mailing label for returning the completed form.

Company name		Daytime phone ()	Minnesota tax ID number
Address		Total contract amount \$	Month/year work began
City	State	Zip Code	Month/year work ended
		Amount still due \$	

Project
information

Project number	Project location			
Project owner	Address	City	State	Zip code
Did you have employees work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, who did the work?				

Contractor type

Check the box that describes your involvement in the project and fill in all information requested.

☐ **Sole contractor**

☐ **Subcontractor**

Name of contractor who hired you

Address

☐ **Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must file their own IC134 affidavits and have them certified by the Department of Revenue *before* you can file your affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified IC134. If you need more space, attach a separate sheet.

Business name

Address

Owner/Officer

Sign here

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature

Title

Date

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this certificate has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date

Instructions for Form IC134

Who must file

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must file Form IC134 with the Minnesota Department of Revenue.

This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single form.

When to file

The IC134 cannot be processed until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed. Mail Form IC134 to the address at the bottom of the form.

If you are a subcontractor or sole contractor, send in the form when you have completed your part of the project.

If you are a prime contractor, send in the form when the entire project is completed and you have received certified affidavits from all of your subcontractors.

How to file

If you have fulfilled the requirements of Minnesota withholding tax laws, the Department of Revenue will sign your affidavit and return it to you.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve the IC134.

Submit the certified affidavit to the government unit for which the work was done to receive your final payment. If you are a subcontractor, submit the certified affidavit to your prime contractor to receive your final payment.

Minnesota tax ID number

You must enter your Minnesota tax ID number on the form. You must have a Minnesota tax ID number if you have employees who work in Minnesota.

If you don't have a Minnesota ID number, you must apply for one. Call 651-282-5225.

An applications (Form ABR) is also available on our website at www.taxes.state.mn.us.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. If this is the case, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Information and assistance

If you need help or more information to complete this form, call 651-282-9999.

Additional forms are available on our website at www.taxes.state.mn.us or by calling 651-296-4444. TTY: Call 711 for Minnesota Relay.

We'll provide information in other formats upon request to persons with disabilities.

Use of information

The Department of Revenue needs all the information to determine if you have met all state income tax withholding requirements. If all required information is not provided, the IC134 will be returned to you for completion.

All information on this affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

Surety Deposits for Non-Minnesota Construction Contractors

12

Withholding Fact Sheet 12

Fact Sheet

This fact sheet explains the Minnesota law requiring surety deposits for many non-Minnesota construction contractors (M.S. 290.9705). If you need more information, call the phone number at the bottom of this page.

There must be 8 percent (.08) Minnesota withholding on payments made to non-Minnesota construction contractors once cumulative payments made to the contractor for work done in Minnesota exceed \$50,000 in a calendar year. The 8 percent payment is deposited with the Minnesota Department of Revenue to ensure the contractor's obligations to the State of Minnesota are met for withholding, sales and use, franchise and income taxes.

Contractors are eligible for an exemption if any one of the following applies:

1. The construction contractor gives the department a bond for 8 percent of the contract secured by an insurance company licensed in Minnesota. This is to guarantee that the construction contractor will comply with Minnesota law regarding withholding, sales and use, franchise and income taxes.
2. The construction contractor gives the department a cash surety. A cash surety is evidence of a savings account, deposit, or certificate of deposit in, or issued by, a state bank, national bank, or savings and loan association doing business in Minnesota. Interest and dividends earned on the principal amount may be retained by the contractor.
3. The construction contractor has a payment and performance bond required by government agencies.
4. The construction contractor has done construction work in Minnesota during the past three calendar years and has fully complied with Minnesota law regarding withholding, sales and use, franchise and income taxes.

Construction contractors can apply for an exemption from Minnesota surety deposit requirements by filing Form SDE, *Exemption from Surety Deposits for Non-Minnesota Contractors*.

If the contractor is not exempt, whoever hires the construction contractor is required to withhold the surety deposit from each payment made to the contractor. Form SDD, *Surety Deposits for Non-Minnesota Contractors*, is used to make the surety deposit.

The department will hold the surety deposits until the construction contractor's state tax obligations are considered fulfilled. The construction contractor can apply for a refund after the project is completed using Form SDR, *Refund of Surety Deposits for Non-Minnesota Contractors*. The department will refund, with interest, any amounts held as surety.

In addition, non-Minnesota construction contractors who are carrying on a trade or business as a sole proprietor and who work in Minnesota, are required to have 2 percent withheld from payments of \$600 or more. See Fact Sheet 18 for more information.

Non-Minnesota construction contractors doing work for Minnesota subdivisions (counties, cities, school districts, etc.) must file Form IC134, *Withholding Affidavit for Contractors*, in addition to complying with this surety provision.

Information and assistance

Forms, fact sheets and the withholding instruction booklet are available on our website at www.taxes.state.mn.us. If you don't have Internet access or have questions about your withholding responsibilities, call our office at the number below.

Withholding Tax Division, Mail Station 6501, St. Paul, MN 55146-6501
Phone: 651-282-9999 or 1-800-657-3594 (outside the MN metro area)
Minnesota Relay 711 (TTY)
E-mail: withholding.tax@state.mn.us

This fact sheet is intended to help you become more familiar with Minnesota tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, administrative rules, court decisions or revenue notices. Alternative formats available upon request.

Exemption from Surety Deposits for Non-Minnesota Contractors

Please type or print clearly. This will be your mailing label for returning the form to you.

Contractor
information

Contractor			Total contract amount	Minnesota tax ID number
Address			\$	
City State Zip Code			Contact person	Daytime phone ()
			Contract starting date	Projected completion date
			Business type (check one):	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> S corporation <input type="checkbox"/> Sole proprietor

Project
information

Name of business or government agency	Contact person	Daytime phone ()
Contract owner's address City State Zip Code		Project number
Project location address City State Zip code		

I request exemption from surety deposits under Minnesota law (MS 290.9705) for the following reason (check one and complete the information requested):

- ☐ I have a cash surety or a bond secured by an insurance company licensed in Minnesota. The bond must be 8 percent of the total contract amount. **Attach a copy of the bonding agreement.**

Reason for exemption

Bonding company	Bonding agent
Address	Daytime phone ()
City State Zip code	Period of bond (month/day/year) From / / To / /

- ☐ I have done construction work in Minnesota during the past three calendar years and have fully complied with Minnesota law regarding Minnesota income, sales and withholding taxes.
- ☐ I am performing work for a government agency and have a payment and performance bond.
- ☐ I am performing work for a government agency and have a cash surety issued by a state bank, national bank, or savings and loan association doing business in Minnesota.

Sign here

I declare this information is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to send a copy of this form to the contract owner and discuss this case and related taxes with the bonding company.

Contractor's signature	Title	Date
------------------------	-------	------

Mail to: Minnesota Revenue, Mail Station 6501, St. Paul, MN 55146-6501

Department of Revenue Approval

The above-named out-of-state contractor is exempt from the surety requirements of Minnesota Statute 290.9705 for this project.

Department of Revenue approval

Date

Instructions for Form SDE

Who can apply?

A non-Minnesota contractor can apply for an exemption if your contract exceeds or is expected to exceed \$50,000 or multiple contracts have exceeded \$50,000 cumulative per calendar year for work done in Minnesota.

Before you start

You must have a Minnesota tax ID number from the Department of Revenue to request this exemption.

If you don't have one, you must apply for one. Go to our website at www.taxes.state.mn.us and click "Register for a Minnesota tax ID number" on the e-services menu. If you do not have Internet access, call Registration Services at 651-282-5225 or 1-800-657-3605.

How to apply

To apply for an exemption from Minnesota surety deposits, file Form SDE before the project is started.

Mail this form and any required attachments to the address on the front.

If you're approved

If we approve the exemption, we'll sign the bottom of this form and return it to you. Make a copy for your records and give the original to the business for whom you are doing the work.

If you're not approved

If we determine you're not eligible for exemption, 8 percent of each payment made to you must be withheld by the business for whom you are doing the work and deposited with the Department of Revenue.

To apply for a refund, complete Form SDR, *Refund of Surety Deposits for Non-Minnesota Contractors*. When the project is complete, and we determine that you have complied with Minnesota income, withholding and sales tax laws, you'll receive a refund plus interest at the current rate required by law.

Use of information

All information on this form is required except for your phone number.

All information is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy, the contract owner or bonding company, and certain government agencies as provided by law.

Information and assistance

If you need help or additional information to fill out this form, call 651-282-9999 or 1-800-657-3594. TTY: Call 711 for Minnesota Relay.

A fact sheet on surety deposit requirements (Fact Sheet 12) is also available upon request.

We'll provide information in another format upon request to persons with disabilities.

Surety Deposits for Non-Minnesota Contractors

Please print

Business entity or Minnesota government unit making deposit		Contact person		
Contact person's address		Daytime phone ()		
Name of non-Minnesota contractor	Address	City	State	Zip code
Minnesota tax ID number	Project description/number			

Deposit

Date of payment _____

1 Gross payment made to the contractor **1** _____**2** Withholding rate **2** _____ .08**3** Amount to withhold from payment (*multiply line 1 by line 2*) **3** _____

Send this amount to the address below. Make check payable to Minnesota Revenue.

Mail to: Minnesota Revenue, Mail Station 6501, St. Paul, MN 55146-6501

Instructions for Form SDD

If you're a person, cooperative, business or government unit that has hired a non-Minnesota contractor to perform construction work in Minnesota and the project is over or expected to go over \$50,000 (cumulative per calendar year) you must withhold 8 percent of each payment made to the contractor unless they have received an exemption.

Use Form SDD to make the deposits with the Minnesota Department of Revenue. Notify the contractor of the date and amount of the deposit because the contractor will need that information when requesting a refund.

Information and assistance

If you have questions or need help completing this form, call (651) 282-9999 or 1-800-657-3594. TTY: Call 711 for Minnesota Relay.

We'll provide information in an alternative format upon request to persons with disabilities.



Minnesota Department of Transportation

Request to Sublet Form (Standard Specification 1801)**Prime Contractor Information**

Prime Contractor:	Telephone Number: ()
State Project Number:	Fax Number: ()
Project Location:	Email:

Important Notices and Instructions

1. The Prime Contractor must complete all sections of this form, acquire all applicable signatures and submit it to the Project Engineer (P.E.) **10 days** prior to the first day of work for each Subcontractor; if necessary, the Prime Contractor may attach additional sheets. In order to ensure compliance with Mn/DOT Specification 1801, the Prime Contractor shall utilize the Request to Sublet Summary Form; <http://www.dot.state.mn.us/const/labor/documents/contractdocs/rtssummary.xls>
2. The Prime Contractor's organization shall perform work amounting to not less than 40 percent of the total original Contract. If the contract contains Disadvantaged Business Enterprise (DBE) and/or Targeted Group Business (TGB) established goals, the Prime Contractor's organization shall perform work amounting to not less than 30 percent of the total original Contract.
3. A First Tier Subcontractor may sublet up to 50 percent of its original Contract.
4. A Second Tier Subcontractor may not sublet any portion of its work under the Contract.
5. Upon approval, the P.E. will sign the form and provide a copy to the Prime Contractor.
6. Upon request, the Prime Contractor will provide a copy of its subcontracts to the P.E. or the Department.
7. Each Subcontractor must complete and submit a IC-134 form to the Department before the State of Minnesota or its Subdivisions will issue final payment to the Prime Contractor.

First Tier Subcontractor Information

First Tier Subcontractor:	Federal Tax I.D. Number:
Street Address:	State Tax I.D. Number:
City, State, Zip Code:	Email:
Telephone Number: ()	Certified DBE Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No
Fax Number: ()	Currently Debarred or Suspended: <input type="checkbox"/> Yes <input type="checkbox"/> No

Specification or Item No.	Specification or Item Description	Quantity	Unit of Measurement	Unit Price	Amount
The Prime Contractor and/or First Tier Subcontractors shall not sublet any portion of its Contract without prior written consent from the P.E.				<u>Total</u> %	<u>Total</u> \$

Second Tier Subcontractor Information

Second Tier Subcontractor:			Federal Tax I.D. Number:		
Street Address:			State Tax I.D. Number:		
City, State, Zip Code:			Email:		
Telephone Number: ()			Certified DBE Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Fax Number: ()			Currently Debarred or Suspended: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Specification or Item No.	Specification or Item Description	Quantity	Unit of Measurement	Unit Price	Amount
					<u>Total</u>
					\$

CONTRACTOR'S STATEMENT OF COMPLIANCE

<u>Print Name and Title of Prime Contractor Representative</u>	<u>Signature</u>	<u>Date</u>
As a representative of the Prime Contractor, I hereby certify that the information described on this form is truthful and accurate to the best of my knowledge. I certify that all subcontracts contain at a minimum the Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations and the State certified truck rental rates. I will ensure that all subcontractors demonstrate compliance with all contract specifications. Additionally, I understand that prior written consent to sublet any portion of the contract does not relieve the Prime Contractor of liabilities and obligations under the Contract and Bonds.		
<u>Print Name and Title of First Tier Subcontractor Representative</u>	<u>Signature</u>	<u>Date</u>
As a representative of the First Tier Subcontractor, I hereby certify that all company information is true and accurate and that our company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, which include but are not limited to the following: Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations, State certified truck rental rates and have provided these specifications to all Second Tier Subcontractors.		
<u>Print Name and Title of Second Tier Subcontractor Representative</u>	<u>Signature</u>	<u>Date</u>
As a representative of the Second Tier Subcontractor, I hereby certify that all company information is true and accurate and that our company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, which include but are not limited to the following: Federal and/or State Special Provisions Division A, Federal and/or State certified prevailing wage determinations, State certified truck rental rates.		
<u>Print Name and Title of Project Engineer</u>	<u>Signature</u>	<u>Date</u>
As a representative of the Department, I approve the Prime Contractor's utilization of the above-mentioned Subcontractors. Additionally, the Prime Contractor has complied with the terms established in Mn/DOT Standard Specifications for Construction, Section 1801.		

All persons signing this form understand that willful falsification of this document may result in civil and/or criminal prosecution under federal and/or state law. See Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5, 177.44, Subdivision 6, 609.63; or the United States Code 18 U.S.C. 1001, 31 U.S.C. 231, CFR 5.12.

For additional information, visit the Labor Compliance website at: <http://www.dot.state.mn.us/const/labor/>

DEPARTMENT OF LABOR AND INDUSTRY
LABOR STANDARDS UNIT

April 4, 2011

**NOTICE OF CERTIFICATION OF TRUCK RENTAL RATES AND EFFECTIVE
DATE PURSUANT TO MINNESOTA RULES, PART 5200.1105**

On April 4, 2011, the Commissioner of the Department of Labor and Industry ("DLI") certified the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "five or more axle units, straight body trucks," "four axle units, straight body trucks," "three axle units," "tractor only" and "tractor trailers." The certification followed publication of the Notice of Determination of Truck Rental Rates in the *State Register* on February 7, 2011 and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on March 1, 2011.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference is for DLI to obtain further input regarding the proposed rates before the rates are certified. Approximately 50 individuals attended the informal conference. Many of the attendees voiced strong concerns regarding the inadequacy of the proposed rates. Among the concerns raised was the fact that the proposed rates were based on 2009 costs, including the 2009 price of fuel. Speakers indicated that because of the dramatic increase in the price of diesel in recent months, the published rates were far below the operators' current costs. As stated by one attendee:

I might not even be able to survive until next year. If I have a bad season, there's no room left, you know. The price of oil and the price of fuel is going to kill all of us guys this summer.

Testimony of Mike McDonald, Transcript of Informal Conference, p. 63.

Following the informal conference, DLI staff obtained data from the United States Department of Energy ("DOE") regarding the price of diesel during 2009 as compared to current costs. That data, available at www.eia.doe.gov, show that the average price of diesel during 2009 was \$2.463 per gallon. The average price of diesel during January and February 2011 was \$3.497 per gallon. Consequently, the average price of diesel for the first two months of this year was 41.9% higher than the average cost of diesel during 2009.

The purpose of Minnesota Rules, part 5200.1105, as stated in its Statement of Need and Reasonableness, is to "provide equitable compensation" to independent truck operators. The commissioner finds that in order to carry out the purpose of the rule, it is appropriate to consider the concerns expressed at the informal conference¹ and to use average 2011 diesel costs in computing and certifying 2011 truck rental rates. Specifically, the commissioner finds that the extreme disparity between 2009 and current

¹ The DLI has historically used input from the informal conferences to establish certified rates. For example, truck rental rates certified in 2009 varied from the proposed rates based on information gathered at the informal conference.

fuel costs warrants this adjustment in order for truck operators to be equitably compensated.²

Construction truck operating costs were initially determined by survey on a statewide basis and were the subject of further input by interested parties attending the informal conference pursuant to Minnesota Rules, part 5200.1105 on March 1, 2011 and further data on fuel prices from the DOE for 2009 and 2011. In light of the discussion above, fuel costs stated in the surveys were adjusted upward by 41.9% to determine statewide operating costs. As a result of this adjustment, the operating cost for “five or more axle units, straight body trucks” is determined to be \$49.10 per hour; the operating cost for “four axle units, straight body trucks” is determined to be \$45.49 per hour; the operating cost for “three axle units” is determined to be \$37.35 per hour; the operating cost for “tractor only” is determined to be \$46.02 per hour; and the operating cost for “tractor trailers” is determined to be \$57.48 per hour.

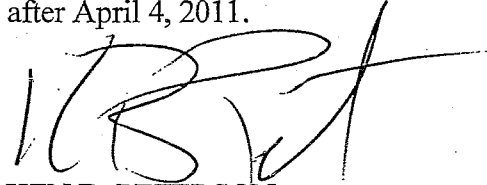
Adding the prevailing wage for drivers of these five types of trucks from each of the State’s ten highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the five types of trucks in each area is certified to be as follows:

	Tractor Trailer	Five or more axle	Four axle	Three Axle	Tractor only
Region 1	97.23	74.04	70.43	76.45	85.77
Region 2	90.90	82.01	78.40	67.41	79.44
Region 3	90.90	73.06	69.45	70.11	79.44
Region 4	81.03	72.65	69.04	70.11	69.57
Region 5	94.43	76.46	72.85	66.75	82.97
Region 6	77.48	79.23	75.62	67.15	66.02
Region 7	83.33	86.50	82.89	74.65	71.87
Region 8	84.99	76.46	72.85	70.11	73.53
Region 9	97.63	76.46	72.85	76.85	86.17
Region 10	90.90	82.01	78.40	70.11	79.44

² The commissioner notes that the Minnesota Department of Transportation incorporates a fuel adjustment clause in certain of its contracts to accommodate the fluctuating price of fuel. That clause generally provides for the adjustment of contract payments when the cost of fuel increases or decreases by more than 15% from an indexed rate during the term of the contract. By using 2011 fuel costs in certifying 2011 truck rental rates, the commissioner is not intending to adopt or establish a similar fuel adjustment mechanism. Rather, he is taking this action to effectuate the purpose of Part 5200.1105 in light of the concerns raised at the informal conference and the dramatic increase in the price of diesel between 2009 and effective date of 2011 truck rental rates.

The operating costs, including the average truck broker fees paid by those survey respondents who reported paying truck broker fees, and the truck rental rates may also be reviewed by accessing DLI's website at www.dli.mn.gov. Questions regarding the operational costs and truck rental rates can be answered by calling (651) 284-5091.

The minimum truck rental rates certified for these five types of trucks in the state's ten highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after April 4, 2011.

A handwritten signature in black ink, appearing to read 'KBP', with a long horizontal stroke extending to the right.

KEN B. PETERSON
COMMISSIONER

DEPARTMENT OF LABOR AND INDUSTRY
LABOR STANDARDS UNIT

MARCH 22, 2010

**NOTICE OF DETERMINATION OF TRUCK RENTAL RATES
AND NOTICE OF INFORMAL CONFERENCE PURSUANT TO
MINNESOTA RULES, PART 5200.1105**

On March 22, 2010 the commissioner determined the operating costs and the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "five or more axle units, straight body trucks," "four axle units, straight body trucks," "three axle units," "tractor only," and "tractor trailers."

The operating costs were determined by survey on a statewide basis. The operating cost for five or more axle units, straight body trucks" is determined to be \$44.46 per hour. The operating cost for "four axle units, straight body trucks" is determined to be \$ 36.81 per hour. The operating cost for "three axle units" is determined to be \$ 37.35 per hour. The operating cost for "tractor only" is determined to be \$ 41.58 per hour. The operating cost for "trailer only" is determined to be \$11.46 per hour. The operating cost for "tractor trailers" is determined to be \$ 53.04 per hour.

Adding the prevailing wage for drivers of these five types of trucks from each of the State's ten highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the five types of trucks in each area is determined to be as follows:

	Tractor Trailer	Five or more axle	Four axle	Three Axle	Tractor only
Region 1	91.19	82.06	74.41	74.85	79.73
May 1, 2010	92.79	83.66	76.01	76.45	81.33
Region 2	85.11	76.02	68.37	63.30	73.65
May 1, 2010	86.46	77.37	69.72		75.00
Region 3	75.41	67.58	59.93	61.14	63.95
Region 4	74.47	65.36	57.71	68.76	63.01
May 1, 2010				70.36	
Region 5	89.99	68.31	60.66	64.08	78.53
Region 6	89.39	80.26	72.61	73.05	77.93
May 1, 2010	90.99	81.86	74.21	74.65	79.53

Region 7	85.11	76.02	68.37	68.76	73.65
May 1, 2010	86.46	77.37	69.72	70.36	75.00
Region 8	79.42	65.21	57.56	50.82	67.96
Region 9	91.59	82.46	74.81	75.25	80.13
May 1, 2010	93.19	84.06	76.41	76.85	81.73
Region 10	85.11	76.02	68.37	50.12	73.65
May 1, 2010	86.46	77.37	69.72		75.00

The operating costs and truck rental rates may also be reviewed by accessing the department's web site at www.dli.mn.gov. Questions regarding the truck rental rates or the informal conference noticed below can be answered by calling (651) 284-5091.

PLEASE TAKE NOTICE that on Monday, April 12, 2010 from 10:00AM to 12:00 Noon, in the Minnesota Room, at the Minnesota Department of Labor and Industry, 443 Lafayette Road North, St. Paul, Minnesota, 55155, the department will hold the informal conference pursuant to *Minnesota Rules*, part 5200.1105. The informal conference is a public meeting and its purpose is to receive further input prior to the certification and publication of the minimum truck rental rates for these five types of trucks on highway and heavy construction projects. The data, summary sheets and other documents used in making the determinations will be reviewed and available for inspection at the informal conference.

Subsequent to the informal conference the minimum truck rental rates for these five types of trucks will be certified and notice of the certification will be published in the *State Register*.

The minimum truck rental rates for these five types of trucks in the state's ten highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.


STEVE SVIGGUM

COMMISSIONER

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

June 23, 2011
Page 1 of 2

DEPARTMENT OF TRANSPORTATION

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that the Department of Transportation (Mn/DOT) has ordered that the following vendors be debarred for a period of two (2) years effective January 4, 2010 until January 3, 2012:

Riley Bros. Companies Inc. and its affiliates, Morris MN
Riley Bros. Construction Inc. and its affiliates, Morris MN
Riley Bros. Properties, LLC, and its affiliates, Morris MN
Riley Bros. Utilities, Inc. dba/Chris Riley Utilities, Inc. and its affiliates, Morris MN

NOTICE IS HEREBY GIVEN that the Department of Transportation (Mn/DOT) has ordered that the following vendors be debarred for a period of three (3) years effective February 24, 2010 until February 24, 2013:

Joseph Edward Riley, Morris, MN
John Thomas Riley, Morris, MN

NOTICE IS HEREBY GIVEN that the Department of Transportation (Mn/DOT) has ordered that the following vendors be debarred for a period of three (3) years effective March 25, 2011 until March 25, 2014:

Philip Joseph Franklin, Leesburg, VA
Franklin Drywall Inc. and its affiliates, Little Canada, MN
Master Drywall Inc. and its affiliates, Little Canada, MN

Minnesota Statutes, Section 161.315, prohibits the Commissioner, counties, towns or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred; including

- 1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,
- 2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and
- 3) any business or entity which is sold or transferred by a debarred person remains ineligible during the period of the seller's or transfer's debarment.

NOTICE TO BIDDERS

SUSPENSIONS/DEBARMENTS

June 23, 2011

Page 2 of 2

DEPARTMENT OF ADMINISTRATION

The Department of Administration in accordance with Minnesota Rules 1230.1150 has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract.

NAME	DATE OF DEBARMENT
Joseph Edward Riley East 7 th Street & Highway 59 Bypass Morris, Minnesota 56267	November 9, 2009 Through November 9, 2012
John Thomas Riley East 7 th Street & Highway 59 Bypass Morris, Minnesota 56267	November 9, 2009 Through November 9, 2012
Riley Bros. Construction, Inc. East 7 th Street & Highway 59 Bypass Morris, Minnesota 56267	November 9, 2009 Through November 9, 2012
Riley Bros. Companies Inc. East 7 th Street & Highway 59 Bypass Morris, Minnesota 56267	November 9, 2009 Through November 9, 2012
Polyphase Electric Company 2515 West Superior Street Duluth, MN 55816-0151	May 5, 2010 Through May 5, 2012
Frances Harkonen 2515 West Superior Street Duluth, MN 55816-0151	May 5, 2010 Through May 5, 2012

Minnesota Rules Part 1230.1150, Subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three years following the end of a suspension or debarment. This list can be found at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

**INFORMATION TO BE GIVEN TO GOPHER STATE ONE-CALL SYSTEM
FOR LOCATIONS OF ALL UTILITIES (1-800-252-1166)**

CALL 48 HOURS (2 WORKING DAYS) IN ADVANCE OF ANY EXCAVATION.
The ONE-CALL Operator will require the following information:

- | | |
|-------------------------------------|--|
| 1. Type of request being placed. | 9. Duration of work |
| 2. Telephone/Caller I.D. Number | 10. Type of work |
| 3. Caller name and company name | 11. Who the work is being done for |
| 4. Mailing address | 12. County and City/Place name |
| 5. Alternate contact name & phone # | 13. Street address of work site |
| 6. Date work is to begin | 14. Marking instructions |
| 7. Whether explosives will be used | 15. Remarks |
| 8. Is work in Right of Way (R.O.W.) | 16. Township, Range, Section & Quarter |

WARNING
BEFORE DIGGING CALL 1-800-252-1166
TO NOTIFY LOCAL UTILITIES
== REQUIRED BY LAW ==

UTILITY LOCATION & COORDINATION COUNCIL
UNIFORM COLOR CODE

RED	ELECTRIC POWER LINES, CABLES, CONDUIT AND LIGHTING CABLES.
YELLOW	GAS, OIL, STEAM, PETROLEUM OR GASEOUS MATERIALS.
ORANGE	COMMUNICATION, ALARM OR SIGNAL LINES, CABLES OR CONDUIT.
BLUE	WATER, IRRIGATION AND SLURRY LINES
GREEN	SEWERS AND DRAIN LINES.
FLUORESCENT PINK	FOR SURVEYING PURPOSES
WHITE	PROPOSED EXCAVATION

**GUIDELINES FOR UNIFORM
TEMPORARY MARKING
OF UNDERGROUND FACILITIES**

This marking guide provides for universal use and understanding of the temporary marking of subsurface facilities to prevent accidental damage or service interruption by contractors, utility companies or any others working on or near those underground facilities.

USE OF MARKINGS

Use color-coded surface marks (paint or similar coating) to indicate the location, change in direction and deadends of buried lines. To increase visibility, color-coded vertical markers (temporary stakes or flags) should supplement surface marks. All marks and markers should indicate the name, initials or logo of the company that owns or operates the line, and the width of the facility if it is greater than two inches.

If the surface over the buried line is to be removed, supplemental offset marking may be used. Offset markings should be on a uniform alignment and must clearly indicate that the actual facility is a specific distance away.

LOCATION TOLERANCE ZONE

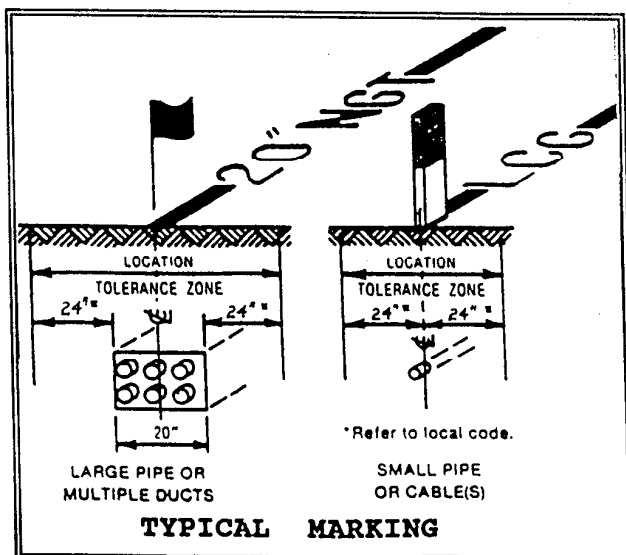
Usually, any excavation within the location tolerance zone must be performed with hand tools until the marked facility is exposed.

PROPOSED EXCAVATION

The location or the boundary of proposed excavations should be indicated in a color (usually white) which does not conflict with the Uniform Color Code.

ONE-CALL DAMAGE PREVENTION SYSTEMS

Existing ONE-CALL systems must be used to minimize damage to buried lines.



SPECIAL INSTRUCTIONS TO BIDDERS REGARDING EEO

Notice of Requirement for Affirmative Action (41 CFR Part 60-2 and Executive Order 11246, as amended)

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

TIMETABLES

Goals of minority participation in each trade	Goals for female participation in each trade
1.0%	6.9%
(Vol. 45, Fed. Reg., Pg. 65984, 10/03/80)	

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

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

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

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
(49 CFR PART 29)**

The bidder (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**Certification Regarding Foreign Trade Restrictions
(49 CFR PART 30)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project; the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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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.

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

Buy American Certification
(Aviation Safety and Capacity Expansion Act of 1990)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts, and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the City of Duluth, Minnesota (insert sponsor representative) a listing of articles, materials, and supplies excepted from this provision.

PRODUCT**COUNTRY OF ORIGIN**

APPENDIX D

List of Supplies/Materials that the U.S. Government has determined are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality. (January 1991)

- | | |
|--|---|
| <ul style="list-style-type: none"> • Acetylene, black • Agar, bulk • Anise • Antimony, as metal or oxide • Asbestos, amosite, chrysolite and crocidolite | <ul style="list-style-type: none"> • Emetine, bulk • Ergot, crude • Erthrityl tetranitrate • Fair linen, altar • Fibers of the following type: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra and sisal • Goat and kidskins • Graphite, natural, chrystalline, crucible grade • Handsewing needles • Hemp yarn • Hog bristles for brushes • Hyoscine, bulk • Ipecac, root |
| <ul style="list-style-type: none"> • Bananas • Bauxite • Beef, corned, canned • Beef extract • Bephenium Hydroxynapthoate • Bismuth • Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestics editions are not available • Brazil nuts, unroasted • Cadmium, ores and flue dust • Calcium cyanamide • Capers • Cashew nuts • Castor beans and castor oil • Chalk, English • Chestnuts • Chicle | <ul style="list-style-type: none"> • Iodine, crude • Kaurigum • Lac • Leather, sheepskin, hair type • Lavender oil • Manganese • Menthol, natural bulk • Mica • Microprocessor chips (brought onto a construction site as separate units for incorporation into building systems during construction or repair and alteration of real property) • Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts • Nitroguanidine (also known as picrite) • Nux vomica, crude |
| <ul style="list-style-type: none"> • Chrome ore or chromite | <ul style="list-style-type: none"> • Oiticica oil • Olive oil |
| <ul style="list-style-type: none"> • Cinchona bark • Cobalt, in cathodes, rondelles, or other primary ore and metal forms • Cocoa beans • Coconut and coconut meat, unsweetened, in shredded, desiccated or similarly prepared form • Coffee, raw or green bean • Colchicine alkaloid, raw • Copra • Cork, wood or bark and waste | <ul style="list-style-type: none"> • Olives (green), pitted or unpitted, or stuffed, in bulk • Opium, crude • Oranges, mandarin, canned • Petroleum, crude oil, unfinished oils, and finished products (see definitions below) |

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- Cover glass, microscope slide
- Cryolite, natural
- Dammar gum
- Diamonds, industrial, stones and abrasives
- Pine needle oil
- Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars
- Pyrethrum flowers
- Quartz crystals

APPENDIX D

List of Supplies/Materials that the U.S. Government has determined are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality. (January 1991) (CONTINUED)

- Quebracho
- Quinidine
- Quinine
- Rabbit fur felt
- Radium salts, source and special nuclear materials
- Rosettes
- Rubber, crude and latex
- Rutile
- Santonin, crude
- Secretin
- Shellac
- Silk, raw and unmanufactured
- Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
- Spices and herbs, in bulk
- Sugars, raw
- Swords and scabbards
- Talc, block, steatite
- Tantalum
- Tapioca flour and cassava
- Tartar, crude; tartaric acid and cream of tartar in bulk
- Tea in bulk
- Thread, metallic (gold)
- Thyme oil
- Tin in bars, blocks, and pigs
- Triprolidine hydrochloride
- Tungsten
- Vanilla beans
- Venom, cobra
- Wax, canauba
- Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenhart, lignum vitae, mahogany, and teak
- Yarn, 50 Denier rayon

APPENDIX D

List of Supplies/Materials that the U.S. Government has determined are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality. (January 1991) (CONTINUED)

Petroleum terms are used as follows:

“Crude oil” means crude petroleum, as it is produced at the well head, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

“Finished products” means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further process except blending by mechanical means:

- (A) “Asphalt” – a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.
- (B) “Fuel oil” – a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.
- (C) “Gasoline” – a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.
- (D) “Jet fuel” – a refined petroleum distillate used to fuel jet propulsion engines.
- (E) “Liquefied gases” – hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.
- (F) “Lubricating oil” – a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.
- (G) “Naphtha” – a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.
- (H) “Natural gas products” – liquids (under atmospheric conditions; including natural gasoline, that -
 - (1) are recovered by a process of absorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
 - (2) when recovered and without processing in a refinery, definitions of products contained in subdivision (B), (C), and (G) above.
- (I) “Residual fuel oil” – a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC

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Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

- (J) "Unfinished oils" means one or more the petroleum oils listed under "Finished products" above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
GENERAL**

BIDDER'S NAME _____
ADDRESS _____

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO. _____

NONSEGREGATED FACILITIES

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR Part 60-1.8)**

1 A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2 Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

1 A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2 Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that she or he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

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

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SECTION A

WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS (Federal Aviation Administration (FAA) Requirements)

A-1 Airport and Airway Improvement Program Project.

The work in this contract is included in AIP:3-27-0024-50-11 which is being undertaken and accomplished by the Duluth Airport Authority, Duluth Minnesota (Sponsor) in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

A-2 Consent to Assignment.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3 Convict Labor.

No convict labor may be employed under this contract.

A-4 Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5 Withholding: Sponsor from Contractor.

Whether or not payments or advances to the Duluth Airport Authority, **(Sponsor)** are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6 Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the Duluth Airport Authority(Sponsor) may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7 FAA inspection and review.

The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

A-8 Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9 Contract termination.

Any violation or breach of the terms of this contract on the part of the contractor or their 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. He duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. (49 CFR Part 18).

A-10 Inspection of Records.

The contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purposes 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 other pending matters are closed. (49 CFR Part 18.36(i)).

A-11 Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18.36(i)(8)).

A-12 General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

SECTION B

DAVIS-BACON ACT REQUIREMENTS (29 CFR PART 5)

B-1 Minimum Wages.

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

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

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

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

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

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

B-3 Payrolls and basic records.

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

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the 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 paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under paragraph (3)(i) above 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.

B-4 Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who 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 programs approved.

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

B-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.

B-6 Subcontracts.

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

B-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 the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12

B-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.

B-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.

B-10 Certification of Eligibility.

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

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

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

SECTION C

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR PART 5)

C-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.

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

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefore 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 C-1 above, in the sum of \$3,000 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 C-1 above.

C-3 Withholding for Unpaid Wages and Liquidated Damages.

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

C-4 Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-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 C-1 through C-4 of this section.

C-5 Working Conditions.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

SECTION D

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

D-1 Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

D-2 Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

SECTION E

CONTRACTOR CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI (49 CFR PART 21)

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:

E-1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

E-2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E-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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

E-4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E-5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

E-6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and,

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in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION F

TERMINATION OF CONTRACT (49 CFR PART 18)

F-1 The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

F-2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

F-3 If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

F-4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

F-5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

SECTION G**BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)**

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those:

1. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

2. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

SECTION H

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-1.4(b))

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

H-1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

H-2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

H-3 The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

H-4 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

H-5 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H-6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H-7 The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION I

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3)

I-1 As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

I-4 The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female

utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

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

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or

approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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

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

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

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

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

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

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

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

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

I-13 The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

SECTION J**MANDATORY REQUIREMENT FOR ALL AIP FUNDED CONSTRUCTION
PROJECTS INVOLVING ELECTRICAL ENERGY OR OTHER
HAZARDOUS ENERGY SOURCES**

For projects involving electrical energy or other hazardous energy source, the contractor shall submit a copy of their Lockout/Tagout program which meets the requirements of 29 CFR 1910.331, Safety Related Work Practices (OSHA). During the performance of electrical work, it is recommended that an unannounced inspection be performed by the airport sponsor or his agent to determine if the Lockout/Tagout program is being followed. Immediate action shall be taken to correct noncompliance, including suspension of work when necessary.

SECTION K

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS (49 CFR PART 26)

PART A

Policy. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Pensacola, Florida, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **4.95 percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

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

Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the Duluth Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Duluth Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

DBE Participation. DBE Participation in this contract may be in form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g), both of which are included as Attachment 1.

Subcontract Clauses. All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offers further subcontracting opportunities.

PART B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 26 to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is **4.95 percent** of the dollar value of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the

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dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide sub-contracting quotations to other bidders/proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

SECTION L

ENERGY CONSERVATION REQUIREMENTS (49 CFR PART 18.36(i)(13))

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

SECTION M

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR PART 20, APPENDIX A)

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Where portions of text have been lined through (~~example~~) this text has been deleted and does not apply to this project. Where portions of text have been added with shading (**example**), this text has been added and is binding to this project. This process is utilized throughout the specifications and contract documents (excluding the plans).

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

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar. **The contract duration and phase durations set forth in the Contract Documents include inclement weather days normally encountered at the Project site, as well as observed holidays defined below. The Contractor shall be charged for each calendar day**

during the term of construction including observed holidays defined below and inclement weather days normally encountered at the Project site. Normal inclement weather days shall be established by the Contractor obtaining the previous ten (10) years of inclement weather data from the National Oceanographic and Atmospheric Administration (NOAA) and averaging the previous ten (10) years of each type of inclement weather for each month and comparing it to each month of construction activities to determine if the number of inclement weather days occurring in any given month exceeds the average for that month over the past ten (10) years for that type of inclement weather, i.e. rain, snow, etc. If the Contractor is unable to work at least 50% of the normal work day on pre-determined controlling work items due to abnormal inclement weather conditions, the Contractor may not be charged a calendar day provided the Contractor submits data and records to justify not charging a calendar day for that specific day. Contract time shall be based upon calendar days counting from the effective date of the Notice to Proceed and including Saturdays, Sundays, observed holidays defined below, and other non-work days.

Legal Holidays for which a calendar day shall be charged but which the Contractor shall not be allowed to work are as follows:

New Year's Day

Memorial Day and the Saturday/Sunday prior to Memorial Day

July 4th

Labor Day and the Saturday/Sunday prior to Labor Day

Thanksgiving and the Friday and Saturday after Thanksgiving

Christmas Day

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME AND ASSOCIATED PHASING. The number of ~~calendar~~ days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. ~~If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.~~

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative. The Engineer shall be understood to be the Engineer of the Owner or the Owner's duly authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner. It is also construction performed by the Contractor through the use of material, equipment, labor, and supervision which includes an allowance for overhead and profit where no bid item or established payment provision is provided within the contract documents.

10-24 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-27 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27A LIQUIDATED DAMAGES TO BE CHARGED. The Contractor shall be charged liquidated damages in the amounts defined below for each calendar working day or night after the applicable time has elapsed until the work is completed and accepted by the Owner and Engineer.

10-28 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-30 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-31 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term "sponsor" shall have the same meaning as the term "Owner." Where the term "Owner" is capitalized in this document, it shall mean airport owner or sponsor only.

10-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-35 PLANS. The official hard copy drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. No electronic versions of the official hard copy drawings shall be approved or used for construction purposes.

10-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-37 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-38 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

10-38A RESIDENT PROJECT REPRESENTATIVE. An authorized representative of the Engineer or Owner assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-40 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-41 SPONSOR. See definition above of "Owner."

10-42 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-43 SUBGRADE. The soil that forms the pavement foundation.

10-44 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-45 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-47 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-48 WORK. The furnishing of all labor, materials, tools, equipment, submittals, interim and closeout documentation and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

~~**10-49 WORKING DAY.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.~~

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders).

~~**20-02 PREQUALIFICATION OF BIDDERS.** Each bidder shall furnish the Owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.~~

~~Unless otherwise specified, a bidder may submit evidence that he is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified provided the costs of projects submitted as evidence of prequalification is equal to the estimated costs of the project for which the bidder is submitting a bid.~~

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

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons: The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following, but not limited to, reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- c. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.
- e. Contractor has an interest in any litigation or arbitration or other type claim against the Owner or Engineer.

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

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

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

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

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

20-08 IRREGULAR PROPOSALS. ~~Proposals shall be considered irregular for the following reasons:~~
Proposals shall be considered irregular for the following, but not limited to, reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced as interpreted by the Owner and Engineer.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

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

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner. The proposal guarantee shall be in the amount of 5% of the maximum bid price submitted unless a different amount is required by the Owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. ~~A bidder shall be considered disqualified for any of the following reasons:~~ A bidder shall be considered disqualified for any of the following, but not limited to, reasons:

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

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

c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

d. Where the Bidder has an interest in any litigation or arbitration or other type claim against the Owner or Engineer.

e. Lack of competency as revealed by the Statement of Bidder's Qualifications.

f. Uncompleted work which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

g. Previous projects where, in the judgment of the Owner, the Bidder performed unsatisfactorily and did not complete and close out the project in a timely manner resulting in the Owner not being able to close out the project with various funding agencies and resulting in the Owner potentially or actually losing planned funding for other projects.

END OF SECTION 20

SECTION 30

AWARD AND EXECUTION OF CONTRACT

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

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

a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

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

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

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

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the ~~two lowest bidders~~ three (3) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the ~~two~~ three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidders proposal guaranties will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contracts bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

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

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within ~~45~~ **20** calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

The contract executed by the successful bidder shall have within the body of the contract the following language that documents the following assurances:

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

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

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the ~~45~~ **20** calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40

SCOPE OF WORK

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

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

For AIP contracts, all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be nonperformed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work

that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, he may order the Contractor to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

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

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagperson(s), and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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

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

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place,

reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

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

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the Owner when so utilized in the work.

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

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

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

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

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

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

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

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

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

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

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

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

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

All defined tolerances shall apply before, during and after incorporation of the materials into the work. It is the intent of the specifications that all materials meet all of the requirements of the specifications after all material has been set in place in its final form.

The Owner shall keep the FAA advised of the Engineer's determinations as to acceptance of the work that is not in reasonably close conformity with the contract, plans, and specifications. Change orders or supplemental agreements must bear the written approval of the FAA.

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

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special ~~Provisions~~ **Conditions** conflict with General Provisions or Technical Specifications, the Special ~~Provisions~~ **Conditions** shall govern.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

~~LIST SPECIAL PROVISIONS~~

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

50-06 CONSTRUCTION LAYOUT AND STAKES. ~~The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.~~ The Contractor shall furnish, as his expense, all horizontal and vertical control, all staking and layout of construction work called for on the plans and in accordance with Technical Specification P-104, Project Survey and Stakeout and as more stringently required herein. The Engineer and Owner shall not be responsible for such work. However, the Owner and Engineer reserve the right to check all said lines, grades, and measurements with their appointed surveyor(s). Should the Owner's surveyor(s) detect errors in said lines, grades, and measurements, the Contractor shall pay for all said surveying costs and subsequent surveying costs performed to verify correction of errors found in said lines, grades, and measurements. Included in this are all blue top staking for subgrade and base course installation. Definition of an error shall be 1/4" or more. In the case of a discrepancy between the technical specifications and this defined tolerance, the more stringent tolerance shall govern.

~~The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these specifications.~~

The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

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

Construction Staking and Layout includes but is not limited to:

Clearing and Grubbing perimeter staking.

Rough Grade slope stakes at 100-foot stations.

Drainage Swales slope stakes and flow line blue tops at 50-foot stations.

Subgrade blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:

- a. Runway – minimum 5 per station
- b. Taxiways – minimum 3 per station
- c. Holding apron areas – minimum 3 per station
- d. Roadways – minimum 3 per station

Base Course blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:

- a. Runway – minimum 5 per station
- b. Taxiways – minimum 3 per station
- c. Holding apron areas – minimum 3 per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
- b. Between Lifts at 25-foot stations for the following section locations:
 - (1) Runways – each paving lane width
 - (2) Taxiways – each paving lane width
 - (3) Holding areas – each paving lane width
- c. After finish paving operations at 50-foot stations
 - (1) All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50-foot offsets

Fence lines at 100 foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASI's, PAPI's, REIL's, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

Painting and Striping layout (pinned with 1.5-inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (i.e. paving lane).

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

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any

part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

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

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

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

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

The Engineer and/or his authorized representative shall have full authority to inspect all materials on the project site, test all materials at as many locations and at any frequency he deems necessary to satisfy himself that the final in-place product meets the requirements of the plans and specifications.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

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

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

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

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

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

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

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract. Partial acceptance of any part of the work shall not constitute acceptance from a warranty standpoint. The warranty for any work completed and accepted shall not begin until the entire project is complete and accepted by the Owner.

50-15 FINAL ACCEPTANCE. ~~Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection.~~ Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer, Owner and representative of the Federal Aviation Administration and/or State funding agency (when applicable) will make an inspection. Final acceptance of the project shall not occur until the FAA and/or State funding agency representative(s)

(when applicable) have made their inspection and the FAA and State funding agency has accepted the project (when applicable). If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the recommendation for final acceptance and notify the Contractor in writing of the Owner's this acceptance as of the date of final inspection.

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

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

~~**50-17 COST REDUCTION INCENTIVE.** The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.~~

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

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

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

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

~~b. An itemization of the contract requirements that must be changed if the proposal is adopted;~~

~~c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;~~

- ~~d. A statement of the time by which a change order adopting the proposal must be issued;~~
- ~~e. A statement of the effect adoption of the proposal will have on the time for completion of the contract; and~~
- ~~f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.~~

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

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

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

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

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

~~The Contractor's 50 percent share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work.~~

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

END OF SECTION 50

SECTION 60

CONTROL OF MATERIALS

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

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

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

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

a. Listed in FAA Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, that is in effect on the date of advertisement; and,

b. Produced by the manufacturer qualified (by FAA) to produce such specified and listed equipment.

~~The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:~~

~~EQUIPMENT NAME~~

~~CITED FAA SPECIFICATIONS~~

~~EFFECTIVE FAA AC OR APPROVAL LETTER FOR EQUIPMENT AND
MANUFACTURER~~

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the ~~Engineer~~ Owner. The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the ~~Engineer~~ Owner. All materials being used are subject to inspection, test, or rejection at any time prior to, or during or after incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

~~The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data~~

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

The Owner shall pay for all passing tests. The Contractor shall pay for all failing tests. Charges for failing tests will be deducted from the Contractor's earnings at the end of the project at the time of final payment. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer or his authorized representative. The Contractor shall be responsible for notifying the Owner authorized testing laboratory to pick up the test samples. Also, the Engineer reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and insure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

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

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

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

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

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

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

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

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

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

60-05 ENGINEER'S FIELD OFFICE. ~~The Contractor shall furnish for the duration of the project one building for the use of the field engineers and inspectors, as a field office. This facility shall be an approved weatherproof building meeting the current State Highway Specifications (for example, Class I Field Office or Type C Structure). This building shall be located conveniently near to the construction and shall be separate from any building used by the Contractor. A land line telephone and answering machine shall be provided. The Contractor shall be responsible for payment of the basic monthly charge and local calls only. Any Long Distance Tolls shall be the responsibility of the caller. The Contractor shall furnish [FAX machine, photocopy machine, water, sanitary facilities, heat, air conditioning, and electricity]. No direct payment will be made for this building or labor, materials, ground rental, or other expense in connection therewith. The cost hereof shall be included in the price bid for the various items of the contract. The Contractor and his/her superintendent shall provide all reasonable facilities to enable the Engineer to inspect the workmanship and materials entering into the work.~~

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

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

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

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

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

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

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

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, Engineer any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner and Engineer for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work. Also, the Contractor shall be required to include the Owner and Engineer as additional insureds on his insurance policies to protect the Owner and Engineer against all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright and any costs, expenses, and damages which it may be obliged to pay by reason of an infringement.

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

~~Owner (Utility or Other Facility)~~
~~Location (See Plan Sheet No.)~~
~~Person to Contact (Name, Title, Address and Phone)~~

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

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

that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

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

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18-inches high. Unless otherwise specified, barricades shall be spaced not more than 25-feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05. This shall include any specialty barricades, warning signs, markings, lighted runway closure markers, etc.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings, latest change.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction, latest change .

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, latest change.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. ~~When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.~~

~~All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.~~

~~The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.~~

~~The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.~~

Explosives are prohibited on the Airport and will not be used for this project.

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

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

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

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

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

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

Phase or Description
Required Date or Sequence of Owner's Beneficial Occupancy
Work Shown on Plan Sheet

Refer to the various Phasing Plan sheets of the drawings for phasing and Section 10-15 CONTRACT TIME AND ASSOCIATED PHASING for descriptions and durations of each phase.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50.

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

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

Contractor shall be required to conform to safety standards contained in FAA AC 150/5370-2, Operational Safety on Airports During Construction, latest change. ~~(See Special Provisions.)~~

Contractor shall refer to the approved safety plan and associated phasing plans to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

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

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

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

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

Utility Service or Facility

Person to Contact (Name, Title, Address, & Phone)

Owner's Emergency Contact (Phone)

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

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

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

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3-feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

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

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

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

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

b. The Contractor shall notify the above named FAA Airway Facilities Point-of-Contact seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.

d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point-of-Contact.

e. If the project work requires the cutting or splicing of FAA owned cables, the above named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences.

The FAA reserves the right to have a FAA Airway Facilities representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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

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

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

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

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

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

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80

PROSECUTION AND PROGRESS

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

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

The Contractor shall perform, with his organization, an amount of work equal to at least 40 percent of the total contract cost.

80-02 NOTICE TO PROCEED. ~~The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.~~

The Notice to Proceed shall be issued by the Owner.

The Contractor shall begin the work to be performed under the contract within not less than five (5) days nor more than ten (10) calendar days of the date set by the Owner in the written notice to proceed, but in any event, the Contractor shall notify the Owner and Engineer at least 48 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 calendar days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. ~~Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.~~ Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner and Engineer at least 48 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA (AOA) of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

AOA

~~TIME PERIODS AOA CAN BE CLOSED~~

~~TYPE OF COMMUNICATIONS REQUIRED WHEN WORKING IN AN AOA~~

~~CONTROL AUTHORITY~~

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction, latest change. ~~(See Special Provisions.)~~

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

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

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

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner or Engineer.

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

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

Any person employed by the Contractor or by any subcontractor who violates any operational regulations and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is

intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

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

In addition, the following requirements shall apply concerning all workers utilized on the project:

a. The Contractor shall provide and maintain, continually on the project site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work. The Contractor shall provide a capable superintendent acceptable to the Owner. Such representative shall be able to read, write and speak English fluently and shall be authorized to receive instructions from the Engineer or his authorized representative. Said superintendent shall have authority to see that the work is carried out in accordance with the Contract Documents and in a first class, thorough and workmanlike manner in every respect.

b. Incompetent, disorderly, intemperate or incorrigible employees of any authority level shall be dismissed from the project by the Contractor or his representative when requested by the Engineer or the Owner, and such persons shall not again be permitted to return to the work without the written consent of the Owner.

c. The Contractor agrees to indemnify and hold the Owner and Engineer harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction and performance of the Contract.

d. The Contractor shall provide at the request of the Owner such reasonable information about his employees as may be necessary, including in part, name, address and social security number.

e. Any employee of the Contractor or any subcontractors who violate the badging requirements or leaves unbadged individuals in the Airport Operations Area (AOA) or the Secured Identification Display Area (SIDA) without properly badged individuals will be removed from the Airport and not be allowed back onto the Airport without prior approval by the Owner.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and

equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

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

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

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

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of ~~calendar~~ or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

~~a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).~~

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least ~~6 hours~~ 50% of the normal work day with the normal work force employed on such principal item except where specific defined project elements, phases, etc. establishes a shorter time frame due to operational constraints of the airport. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts,

unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time ~~on the first working day after the effective date of the notice to proceed.~~ not less than five (5) calendar days nor more than ten (10) calendar days after the receipt of the notice to proceed as evidenced by the date of receipt shown on the certified mail return receipt.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

~~The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.~~

b. CONTRACT TIME based on ~~CALENDAR~~WORKING DAYS or NIGHTS shall consist of the number of ~~calendar~~ workingdays or nights stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonwork days. All ~~calendar~~ working days or nights elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on ~~calendar~~ working day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for

completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each ~~calendar~~ day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

SCHEDULE	LIQUIDATED DAMAGES COST	ALLOWED CONSTRUCTION TIME
ALL	\$3,000	Per Work Scope Section 01014

~~The maximum construction time allowed for Schedules [] will be the sum of the time allowed for individual schedules but not more than [] days. (Note: this paragraph will be modified for each project.)~~

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

80-09 DEFAULT AND TERMINATION OF CONTRACT. ~~The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:~~ The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of following, but not limited to, reasons:

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

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

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

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

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

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

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

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

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

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the ~~Engineer~~ Owner prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. ~~All Contractor equipment and material stockpiles shall be stored a minimum of [] feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within [] feet of an active runway at any time.~~

END OF SECTION 80

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

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

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

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

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

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

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been “underweighing” (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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

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

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

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

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

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

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus ~~a negotiated and agreed upon~~ an allowance for overhead and profit determined as follows:

a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman including supplemental benefits, payroll taxes, insurance premiums and other reasonable charges that are paid by the Contractor pursuant to existing written agreements with employees and/or labor organizations.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

For Contractor self-owned equipment, the maximum rate paid for equipment will be determined based upon the following factors:

(i) The base hourly rates shall be the daily rate as listed in the current Rental Rates for Construction Equipment prepared by Associated Equipment Distributors latest edition, divided by eight (8). Where no daily rate is listed, the daily rate will be determined by dividing the monthly rate by 10.

(ii) The first 20 hours will be paid at 90 percent of the above based hourly rate. For 21 to 40 hours, the rate will be 80 percent of the above base hourly rate. For over 40 hours, the rate will be 45 percent of the above base hourly rate.

(iii) The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on a specified force account job.

(iv) For rented equipment, such equipment will be paid for based upon rental cost as approved by the Engineer. Invoices showing rental charges must be submitted to the Engineer for such payment.

(v) For use of all equipment when, in the opinion of the Contractor and as approved by the Engineer, suitable equipment is not available on the site, the movement of required equipment to and from the site will be paid for at actual cost.

(vi) Equipment to be used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for force account work. The Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

(vii) In the event that a rate is not established in the Associated Equipment Distributors Rental Rates, latest edition, for a particular piece of equipment or plant, the Owner shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials to the site.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(6) Profit and Overhead. Profit and overhead amount shall be computed at fifteen (15) percent of the following:

(i) Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor related fringe benefit payments as defined in (1) above, but not including the overtime additive payments. Profit and overhead shall not be paid on the premium portion of overtime.

(ii) Total Cost of Materials as defined in (3) and (4) above.

(iii) If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined in (1) through (5) above, or on such other basis as may be approved by the Owner. Contractor's profit and overhead on subcontractor's work shall be computed at five (5) percent as limited in this section. Subcontractor's profit and overhead amount shall be computed at ten (10) percent of materials and direct labor to cover the subcontractor's profit, superintendence, administration, insurance and other overhead. For purposes of computing profit and overhead, only one level or tier of subcontractors will be allowed.

(7) Overhead shall be defined to include the following items:

(i) Premium on bond.

(ii) Premium on insurance required by the State, Workmen's Compensation Insurance, public liability and property damage insurance, unemployment insurance, federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his employee.

(iii) All salary and expenses of executive officers, supervising officers or supervising employees.

(iv) All clerical or stenographic employees.

(v) All charges for minor equipment such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services.

(vi) All drafting room accessories such as paper, tracing cloth, blueprinting, etc.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars. No partial payment will be made until all submittals and documentation required under Section "01027 -Application for Payment" are submitted and approved.

From the total of the amount determined to be payable on a partial payment, ~~540~~ percent of such total amount will be deducted and retained by the Owner until the final payment is made, ~~except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section.~~ The balance (95 percent) of the amount payable, less all previous payments, shall be certified for payment. ~~Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.~~

When not less than 95 percent of the work has been completed, the Engineer may, at the Owner's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

The amount of retainage withheld from the Contractor's monthly partial payments shall be 5%.

"Unless a Certificate of Exemption is provided, Pursuant to Minnesota Statute §290.9705 subd. 3, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds." .

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

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

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

~~**90-08 PAYMENT OF WITHHELD FUNDS.** At the Contractor's option, he/she may request that the Owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.~~

~~a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.~~

~~b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.~~

~~c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.~~

~~d. The Contractor shall obtain the written consent of the surety to such agreement.~~

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 90 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Should elements of work require delay in final payment due to seasonal or other reasons, the Owner may retain or withhold an agreed upon amount from items of work associated with the delayed items and hold that retainage, even after final payment less the retained amounts, until the Contractor has fulfilled the elements of work delayed to the satisfaction of the Owner. The Owner shall release the retained amount after all associated work for which the delay item has been accepted by the Owner.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer and a written finding of no objection to the Quality Control Program is provided by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed and a written finding of no objection to the Quality Control Program is provided by the Engineer.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least **[5]** calendar days before the **Preconstruction Conference**.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

The cost of development, administration and/or performance of the Quality Control Program shall not be paid for separately but shall be included in various other bid items.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

- (1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
- (2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
- (3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.

(2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

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

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);

- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description;
- (2) Compliance with approved submittals;
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to plans and technical specifications;
- (6) Review of quality control tests; and
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description;
- (2) Test designation;
- (3) Location;
- (4) Date of test;
- (5) Control requirements;
- (6) Test results;
- (7) Causes for rejection;
- (8) Recommended remedial actions; and
- (9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 110

METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index(s), Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average (\bar{X}) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: \bar{X} = Sample average of all subplot values within a lot

x_1, x_2 = Individual subplot values

n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set

d_1, d_2, \dots = Deviations of the individual subplot values x_1, x_2, \dots from the average value X
that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X)$... $d_n = (x_n - X)$

n = Number of sublots

- f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

- g. For double-sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n \quad \text{and} \quad Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.
A-1 96.60

A-2 97.55

A-3 99.30

A-4 98.35

$n = 4$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95 \text{ percent density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and $n = 4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1 5.00

A-2 3.74

A-3 2.30

A-4 3.25

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57 \text{ percent}$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E 178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A. arranged in descending order.

A-3 99.30

A-4 98.35

A-2 97.55

A-1 96.60

2. Use $n=4$ and upper 5 percent significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If: $(\text{measurement} - \text{average}) / (\text{standard deviation})$ is less than test criterion,
Then: the measurement is not considered an outlier

for A-3 Check if $(99.30 - 97.95) / 1.15$ greater than 1.463
1.174 is less than 1.463, the value is not an outlier

b. For measurements less than the average:

If $(\text{average} - \text{measurement}) / (\text{standard deviation})$ is less than test criterion,
the measurement is not considered an outlier

for A-1 Check if $(97.95 - 96.60) / 1.15$ greater than 1.463
1.0 is less than 1.463, the value is not an outlier

NOTE: In this example, a measurement would be considered an outlier if the density was:
greater than $(97.95 + 1.463 \times 1.15) = 99.63$ percent or,
less than $(97.95 - 1.463 \times 1.15) = 96.27$ percent

ROUNDING RULE

A. If the digit following the last digit to be kept is 0, 1, 2, 3, or 4, strike out that digit and all the following digits.

Example: For the number 28.69248539, if only three decimal places are being kept the number becomes 28.692.

B. If the digit following the last digit to be kept is 6, 7, 8, or 9, increase the last digit to be kept by 1 and strike out all the following digits.

Example: For the number 28.69248539, if only one decimal place is being kept the number becomes 28.7.

C. If the digit following the last digit to be kept is 5 and there are digits other than zero to the right of 5, increase the last digit to be retained by 1 and strike out all following digits.

Example: For the number 28.69248539, if five decimal places are being kept the number becomes 28.69249.

D. If the digit following the last digit to be kept is 5 and there are no digits other than zero beyond 5, increase the last digit to be retained by 1 if it is odd or leave it unchanged if it is even.

Example: For the number 28.69248500, if five decimal places are being kept the number becomes 28.69248.

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042

53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914

5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

SECTION 120 NUCLEAR GAGES

120-01 TESTING. When the specifications provide for nuclear gage acceptance testing of material for Items P-152, P-154, P-208, and P-209, the testing shall be performed in accordance with this section. At each sampling location, the field density shall be determined in accordance with ASTM D 2922 6938 using the Direct Transmission Method. The nuclear gage shall be calibrated in accordance with Annex A1. Calibration and operation of the gage shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gage must show evidence of training and experience in the use of the instrument. The gage shall be standardized daily in accordance with ASTM D 2922 6938, paragraph 8.

Use of ASTM D 2922 6938 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The moisture gage shall be standardized daily in accordance with ASTM D 3017, paragraph 7.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 2922 6938 is used.

120-02. When PWL concepts are incorporated, compaction shall continue until a PWL of 90 percent or more is achieved using the lower specification tolerance limits (L) below.

The percentage of material within specification limits (PWL) shall be determined in accordance with the procedures specified in Section 110 of the General Provisions.

The lower specification tolerance limit (L) for density shall be:

Specification Item Number Specification Tolerance (L) for Density, (percent of laboratory maximum)

Item P-152	90.5 for cohesive material,	95.5 for non-cohesive
Item P-154	95.5	
Item P-208	97.0	
Item P-209	97.0	

If the PWL is less than 90 percent, the lot shall be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot shall be resampled and retested. Retest results for the lot shall be reevaluated for acceptance. This procedure shall continue until the PWL is 90 percent or greater.

120-03 VERIFICATION TESTING. (For Items P-152 and P-154 only.) The Engineer will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of; (1) compacting the material and determining the dry density and moisture-density in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more], and (2) comparing the result with the laboratory moisture-density curves for the material being placed. This verification process is commonly referred to as a "one-point Proctor". If the material does not conform to the existing moisture-density curves, the Engineer will establish the laboratory maximum density and optimum moisture content for the material in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more].

Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

The percent compaction of each sampling location will be determined by dividing the field density of each subplot by the laboratory maximum density for the lot.

END OF SECTION 120

CITY OF DULUTH - PART II -
SUPPLEMENTARY GENERAL CONDITIONS FOR FEDERALLY, STATE OF MINNESOTA, AND/OR CITY ASSISTED ACTIVITIES
(revised 4/15/11)

The following conditions take precedence over any conflicting conditions in this Contract.

<u>Section</u>	<u>Title</u>
1	Restrictions on Disbursements, Subcontractors Federal Agency Requirements, Separability, Property
2	Miscellaneous Provisions
3	Definitions
4	Environmental Provisions
5	Contract Compliance
6	Records, Reports and Information, Audits and Inspections
7	Conflict of Interest and Lobbying
8	Labor Standards - Physical Improvement Projects
9	Minnesota Department of Transportation Specification 1960 Partial Payments
10	Housing and Urban Development (HUD) Section 4010
11	Equal Opportunity and Affirmative Action
12	Employment Opportunities - "HUD Section 3"
13	Federal Requirements for Minority/Women Business Enterprises Contract Guidance - MPFA
14	Forms

E-Mail Addresses

For ease in communication, the e-mail address of the person(s) responsible for preparing certified payroll reports (CPRs) is required from the prime contractor and all subcontractors (regardless of tier). This information will be provided to the project engineer prior to the pre-construction meeting OR with materials required in the Letter of Intent.

Section I

Restrictions on Disbursements

No money under this Contract shall be disbursed by the City to any Contractor except pursuant to a written contract which incorporates the applicable PART II, Supplementary General Conditions for Federally, State of Minnesota, and/or City Assisted Activities, and unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.

Subcontractors

(A) The Contractor shall include in any subcontract the clauses set forth in the PART II, Supplementary General Conditions for Federally, State of Minnesota and/or City Assisted Activities in their entirety and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(B) The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

Federal Agency Requirements

Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

Separability

If any provisions of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Property

Acquisition, use, and disposal of all property, materials and goods acquired as a result of activities made possible by this Contract shall be accomplished in accordance with the applicable provisions of Federal Management Circular (FMC)-74-7, as amended.

Section 2

Miscellaneous Provisions

(A) **Copyrights.** In the event this Contract results in a book or other copyrightable material, the author is free to copyright the work, but Federal Agency and the City reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all copyrighted material and all material which can be copyrighted.

(B) **Patents.** Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the Federal Agency and the City for determination by the Federal Agency as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interests.

(C) **Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract on any partisan political activity, or to further the election or defeat of any candidate for public office.

(D) **Lobbying Prohibited.** None of the funds under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress or the City.

(E) **Prohibition of and Elimination of Lead-Based Paint Hazard.** Notwithstanding any other provision, the Agency and Contractor agree to comply with the regulation issued by the Secretary of Housing and Urban Development set forth in 37 F. R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing Federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including paint, pursuant to which such Federally assisted construction or rehabilitation is performed shall include appropriate provisions prohibiting the use of lead-based paint.

(F) **Architectural Barriers Act.** The design for and construction of any facility funded in whole or in part by this Contract shall be in conformance with the American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped, Number A-117.1-1971, as modified.

(G) **Relocation and Acquisition.** Any relocation or acquisition resulting from activities funded in whole or in part by this Contract shall be in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (40 U.S.C. 4601) and the implementing regulations 24CFR Part 42.

(H) **Prohibition Against Payments of Bonus or Commission.** The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining Federal Agency approval for such assistance, or Federal Agency approval of applications for additional assistance, or any other approval or concurrence of a Federal Agency required under this Contract, Federal Law or Federal Regulations thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

(I) **Hatch Act.** Where applicable, the Contractor will comply with the provisions of the Hatch Act which limits the political activity of the Contractor's employees.

Section 3

Definitions

(A) City means the City of Duluth, Contracting Officer, or other persons authorized to act on behalf of the City of Duluth.

(B) Contracting Officer is the delegated representative of the City who has the responsibility for administering the Project.

(C) Contractor means an entity, whether public or private, which furnishes (other than standard commercial supplies, office space or printing services) to the City, products, services or supplies as described in this project Contract.

(D) Federal Agency means the United States, the District of Columbia, and any executive department, independent establishment, administrative agency, or instrumentality of the United States or of the District of Columbia, including any corporation, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or by any of the foregoing departments, establishments, agencies, and instrumentalities. The term Federal Agency shall also include the person or persons authorized to act on behalf of said Federal Agency.

(E) Project means the activities to be undertaken by the Contractor as described in this Contract, which from time to time may be amended by mutual consent of the City and Contractor.

(F) Subcontractor means an entity, regardless of tier, which has entered into an agreement with the Contractor or another Subcontractor, to undertake certain Project activities as described in that agreement.

(G) The term labor standards, as used in the Contract, means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in 20 CFR 5.1.

(H) Work means all labor necessary to produce the construction required by the Contract Documents, all materials and equipment incorporated or to be incorporated in such construction, products, services, or supplies required by the Contract Documents, or any other requirements set forth in the Contract.

(I) Additional Definitions, that are applicable to the Labor Standards provisions - Section 8 - of this Contract can be found in 29CFR5.2 as published by the U.S. Department of Labor and said definitions are hereby incorporated by reference into the provisions of this Contract.

Section 4

Environmental Provisions

(A) The Contractor agrees to follow the regulations, requirements, policies, goals and procedures set forth by the Council on Environmental Quality (CEQ) under provisions of the National Environmental Policy Act (NEPA) (Pub. L 91-190, 42 U.S.C. 4321 et seq.), Executive Order 11514, and 40 CFR Part 1500.

(B) **Historic Properties.** The Contractor agrees to follow the regulations, requirements, policies, goals, and procedures set forth under provisions of the National Historic Preservation Act of 1966 (Pub. L. 89-665); Preservation of Historic and Archeological Data Act of 1974 (Pub. L. 93-291); Executive Order 11593; 36 CFR , Part 800 and applicable State legislation or regulations.

(C) **Coastal Zones and Wetlands.** The Contractor agrees to follow the regulations, requirements, policies, goals and procedures set forth under provisions of the Coastal Zone Management Act of 1972 (Pub. L. 92-583) and applicable State legislation or regulations.

(D) **Noise.** The Contractor agrees to comply with provisions set forth in the U.S. Department of Housing and Urban Development Handbook 1390.2, Noise Abatement and Control, Department Policy, Responsibility and Standards, 1971.

(E) **Flood Plain.** The Contractor agrees to comply with the provisions set forth in the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and implementing regulations; Title 24, Chapter X, Subchapter B, National Flood Insurance Program, Executive Order 11296, and Executive Order 11988 relating to the evaluation of flood hazards.

(F) **Air Quality.** The Contractor agrees to comply with provisions set forth in the Clean Air Act (Pub. L. 90-148) and Clean Air Act Amendments of 1970 (Pub. L. 91-604); and applicable U.S. Environmental Protection Agency implementing regulations.

(G) **Water Quality.** The Contractor agrees to comply with the provisions set forth in the Federal Water Pollution Control Act (Pub. L. 92-500) and applicable U.S. Environmental Protection Agency implementing regulations, and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

(H) **Wildlife.** The Contractor agrees to comply with the provisions of the Fish and Wildlife Coordination Act (Pub. L. 85-264).

Section 5

Contract Compliance

(A) In the event of the Contractor's noncompliance with the provisions of this Contract or with any of the said regulations, the City may withhold payment(s) until evidence of compliance by the Contractor has been demonstrated, or the Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

(B) In the event the Contract is terminated or canceled as a result of noncompliance with any of the provisions of this Contract, the City may subject to bids the remainder of the Project for which this Contract was made. The City shall have the right upon termination or suspension to withhold all further payments under this

Contract to the Contractor. Upon the award of a new contract for the remainder of the Project, the City shall pay to the Contractor an amount no more than the balance remaining due to the Contractor less the sum of the costs incurred by the City which are necessary in preparing the new bid specifications. In the event the amount paid the Contractor prior to the date of termination or cancellation exceeds the full amount of this Contract less the cost of the new contract and the additional costs mentioned above, the Contractor agrees to reimburse the City for such excess amount within ninety days after the new contract is awarded by the above procedures.

(C) Provisions contained in subparagraph (A) and (B) above shall not be interpreted as precluding any authorized Federal, State, or County governmental unit from exercising their legal administrative or other responsibilities in respect to the enforcement by said governmental units of laws or regulations concerning activities of the Contractor.

Section 6

Records

(A) **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by the Federal Agency or the City with respect to all matters covered by this Contract. Except as otherwise authorized by the Federal Agency, such records shall be maintained for a period of three years after receipt of final payment under this Contract.

(B) **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

Reports and Information

At such times and in such forms as the Federal Agency or the City may require, there shall be furnished to the Federal Agency or the City such statements, records, data and information as the Federal Agency or the City may request pertaining to matters covered by this Contract.

Audits and Inspection

At any time during normal business hours and as often as the City, the Federal Agency and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, the Federal Agency and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the City, the Federal Agency and/or representative of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

Section 7

Conflict of Interest and Lobbying

(A) **Interest of Members, Officers, or Employees of the City, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the City, or its designees or agents, or member of the governing body of the City, during his/her tenure of for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Contract. Any contract in which any of the above indicated individuals becomes directly or indirectly, interested, personally or as a member of a firm, or as an officer, director, or stockholder of a corporation, shall be and become absolutely void; and any money which shall have been paid on such contract by the City may be recovered back from any or all persons interested therein, by a joint action or several actions.

(B) The Contractor agrees that he will incorporate into every contract required to be in writing the following provisions: **Interest of Contractors and Employees** - The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of this Contract, and no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Federal Agency and the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede any statutory requirements that opportunity be provided for employment of and participation by certain residents of a designated geographical area, if applicable.

(C) **Interest of Member or of Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

(D) The Contractor by signing this document certifies, 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 Contractor, 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 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 Contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The above certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1332, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(E) The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with the terms of this Contract.

Section 8

Labor Standards - Physical Improvement Projects

Where applicable, there shall be included in all construction, rehabilitation, alteration or repair contracts with private entities made possible by or resulting from this Contract, the following Labor Standards provisions;

(A) **General Requirements.**

(1) **Subcontracts.** The Contractor shall include in any subcontract the clauses set forth in Section 8, **Labor Standards**, in their entirety and also a clause requiring the subcontractors to include these clauses in any Tower tier subcontract which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(2) The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the Employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall for the purpose of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these **Labor Standards** provisions are applicable.

(3) No person under the age of eighteen years shall be employed on work covered by this Contract.

(4) In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1955 (18 U.S.C. 4082 (c) (2)) and Executive Order 11755, December 29, 1973.

(5) The Contractor will permit authorized representatives of the Federal Agency and the City to interview employees during working hours on the job.

(6) No employee to whom the wage, salary, or other **Labor Standards** provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the Labor Standards applicable under this Contract to his employer.

(B) **Safety Standards.** No Contractor or subcontractor contracting for any part of a construction contract shall require any laborer or mechanic, including apprentices and trainees, employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor. The Contractor or subcontractor comply with all the rules, regulations, and relevant orders, promulgated by the Secretary of Labor pursuant to Public Law 91-54.

(C) **Davis-Bacon Act - 29 CFR 5.5**

web site: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr5_main_02.tpl

Refer to Section 10, Page 10 Housing and Urban Development (HUD) form-4010 (06/2009) Ref Handbook 1344.1

City of Duluth "Mini Davis-Bacon"

(D) **City of Duluth - Minimum Wage Ordinance 8940, as Amended.**

(1) On a project (as defined below) funded in whole or in part by federal and/or state funds and/or city of Duluth funds, these local provisions shall prevail in those instances where the requirements of the local provisions are equal to or greater than similar minimum labor standards provisions as set forth in applicable federal and/or state laws and regulations.

(2) In all contracts in excess of \$2,000 for projects (as defined below), the Contractor's particular attention is called to Ordinance 8940, effective June 8, 1989, respectively coded as Article IV of Chapter 2 of the Duluth City Code, and entitled "An Ordinance Pertaining to Wages and Working Hours of Persons on Public Works in the City of Duluth", as set forth below:

(3) **Definitions.**

For the purposes of this section the following words and phrases shall have the meanings respectively ascribed to them in this section:

(a) **Basic hourly rate** - The hourly wage paid to any employee.

(b) **Prevailing wage rate** - The basic hourly rate plus fringe benefits prevailing in the city of Duluth as determined by the United States secretary of labor pursuant to the Davis-Bacon act, as amended; provided that whenever employer and employee organizations employing and representing a majority of a class of workers in a particular industry within the city jointly certify that the prevailing basic hourly rate plus fringe benefits of such workers differs from the amount determined by the secretary of labor, the certified rate shall be considered to be the prevailing wage rate for such class of workers in that industry.

(c) **Fringe benefits** - Employer contribution for health and welfare benefits, vacation benefits, pension benefits, and all other economic benefits other than the basic hourly rate.

(d) **Apprentice** - An employee who is working under a training program which is approved either by the U.S. Department of Labor Bureau of Apprenticeship & Training or the Minnesota Director of Voluntary Apprenticeship; see apprentice ratios on pages 6-7 and HUD 4010 in Section 10.

(e) **Trainee** - An employee registered with the U. S. Department of Labor Employment & Training Administration; see HUD 4010 in Section 10.

(f) **Project** - Erection, construction, demolition, painting, remodeling or repairing of any public building, highway, sidewalk, bridge, water or gas line, sewer and sewage treatment facility or other public work performed under contract with the city.

(f) **Labor, mechanic** - All persons utilized, employed or working on a project who are doing work usually done by mechanics and laborers, including proprietors, partners, and members of cooperatives.

(4) **Wage Rates and Hours for City of Duluth Projects.**

(a) Any contract which provides for a project of estimated total cost of over \$2,000.00 shall contain a stipulation that no laborer, mechanic or apprentice-trainee employed directly upon the project work site by the contractor or any subcontractor shall be permitted or required to work at a rate of pay less than the prevailing wage rate; nor shall any such employee be permitted or required to work more than 8 hours in any work day **OR** 40 hours in any work week unless he is paid at a rate of at least 1½ times the basic hourly rate for all hours in excess of 8 per day **OR** 40 per week [in other words: all hours in excess of eight per day and all hours after 40 per week] and unless he receives fringe benefits that are at least equal to those in the prevailing wage rate; provided that whenever employer and employee organizations employing and representing a majority of a class of workers in a particular industry within the city jointly certify that the maximum number of hours that such persons may work under existing labor agreements before overtime wages must be paid differs from the hours specified in this paragraph, the maximum number of hours specified in such labor agreements shall be substituted for those specified above in applying the provisions of this paragraph to such workers.

(b) The word "or" in the state statute and the city of Duluth Code refers to the number of hours worked in any one week or, in the alternative, the number of hours worked in any one day in the week (the days in one week being totaled for reporting purposes); the law requires use of the alternative which results in the higher number of overtime hours for each employee whose time is being reported.

EXCEPTIONS: Federal government funding only and HUD (Housing and Urban Development) funding - see point "e"

In summary, if a project is solely funded with city of Duluth monies, city ordinance 8940 as amended allows the employees to work four ten-hour days and be paid at the regular hourly rate for those ten hours; exceeding hours must be paid at the overtime rate. An employer may not withhold overtime payment exclusively until 40 hours per week have been worked. Daily overtime must be paid as it is earned.

- **The base workweek hours must be clearly indicated on each payroll. Employees may be assigned a different workweek; however, that must be clearly marked beside the employees' names.**

The following are examples of how these rules apply to different situations.

- TT refers to the total time worked on the day or in the week
- RT refers to the hours worked at the regular rate of pay (straight time)
- OT refers to the hours worked for which overtime must be paid

State Funded with or without federal funding Projects								City-only Funded Projects (4 ten-hour days)							
	Mon	Tues	Wed	Thurs	Fri	Sat	Total		Mon	Tues	Wed	Thurs	Fri	Sat	Total
TT	10	10	10	10	0	6	46		10	10	10	10	0	6	46
RT	8	8	8	8	0	6	38		10	10	10	10	0	0	40
OT	2	2	2	2	0	0	8		0	0	0	0	0	6	6

State Funded with or without federal funding Projects								City-only Funded Projects (4 ten-hour days)							
	Mon	Tues	Wed	Thurs	Fri	Sat	Total		Mon	Tues	Wed	Thurs	Fri	Sat	Total
TT	0	10	10	0	7	0	27		10	0	12	0	0	0	32
RT	0	8	8	0	7	0	23		10	0	10	10	0	0	30
OT	0	2	2	0	0	0	4		0	0	2	0	0	0	2

c) **Overtime Calculations**

Minnesota Statutes Chapter 177.42, subd 4 specifies that the prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week (as stated above in (b)), the City of Duluth does allow for ten hours per day/40 hours per week with City funding *only*. **Example: hours exceeding eight per day are paid at 1.5 times the rate in the contract's wage decision OR the base rate the employee is being paid if it is higher than the required base rate; once 40-hours in any one week are attained, all hours exceeding that 40 are paid at 1.5 times the rate in the project contract's wage decision.** See example (1) and (2) below.

Minnesota Statutes Chapter 177.42, subd 5 defines the hourly basic rate as the hourly wage paid to any employee. (subd 6): The prevailing wage rate means the hourly basic rate of pay plus the contribution for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefit paid to the largest number of workers engaged in the same class of labor within the area...

Minnesota Statutes Chapter 177.43, subd 1 (1) ...employees are permitted to work more hours than the prevailing hours of labor [being] paid for all hours in excess of the prevailing hours at a rate of at least 1-½ times the hourly basic rate of pay. (2) A laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

An employer may pay a lower **regular time/straight time** hourly rate and higher fringe benefit rate--to a bona fide plan--than stated in the contract's wage decision providing the total of the two rates is equal to or greater than the total in the wage decision; however, the **OVERTIME rate** must be paid on the higher rate in the contract's wage decision.

(1) Overtime Calculation with Fringe Benefits Paid to Bona Fide Plans

For overtime purposes, an employer paying higher fringe benefits to a bona fide plan and paying a lower hourly rate **MUST** calculate the overtime on the higher hourly rate as stated in the project contract's wage decision. The fringe benefit amount may be reduced to reflect any increase in the total prevailing wage package IF the plan administrator permits such a reduction. This acceptance must be verified in writing by the plan administrator and attached to the appropriate certified payroll report.

(2) Overtime Calculation with Cash Payment of Fringe Benefits

When the fringe benefit is paid directly to an employee, the prevailing base rate and the fringe benefit rate as established in the project contract's wage decision for a specific classification are totaled to arrive at the hourly rate. *Overtime is calculated at 1.5 x the base rate of the wage decision with the fringe benefit amount added to that rate: base rate of the wage decision x 1.5 + fringe benefit rate = overtime rate.*

Contract Work Hours and Safety Standards Act

[Refer to page two of this document.] All projects valued at \$100,000 or greater are subject to this Act. As with Minnesota Statutes Chapter 177.43, the overtime rate is calculated as in items one and two above OR (e) below.

- (d) A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U. S. Department of Labor or the Minnesota Department of Labor & Industry is less than the worker's normal hourly wage [Minnesota Statute 181.03 subdivision 1(2)].

(e) **Regular Time & Overtime Definitions**

- **State of Minnesota** funded projects with or without federal funding *only allow for five eight-hour days per week at regular time*. Overtime is calculated at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount. (see (1) above for example when a lower base rate and higher fringe are paid)
- **City of Duluth** funded projects do permit four ten-hour work days at regular time--see point 4-a, b for stipulations. Overtime is calculated at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision--OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount. (see (1) above for example when a lower base rate and higher fringe are paid)
- **Federal** funded only projects allow overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount.
- **HUD** funded projects allow overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half (1.5) of the prevailing base rate as stated in the wage decision OR the base rate the employee is being paid if it is higher than the required base rate--plus the straight time fringe benefit amount.

** When a combination of funding sources are included in any one project, the most strict requirements will apply.

- (f) The minimum hourly prevailing wages are contained in each project specification. When both federal (general decision rates from the U. S. Department of Labor) and State of Minnesota prevailing wages for state funded construction projects from the Minnesota Department of Labor and Industry are used, the prime contractor and all subcontractors including trucking operations, are required to pay the higher of the two wages for all laborers and mechanics [MnDOT Contract Administration Manual, Section 5-591.320].
- (g) The prime contractor and any lower-tier subcontractor shall review all wage decisions and compensate a worker according to the type of work performed and at the rate that is the greatest.
- (h) State of Minnesota prevailing wages typically list two rates for each classification with two effective dates. Should any City of Duluth contract continue to and past the second effective date, that rate and fringe benefit will be in effect through the remainder of the project.
- (i) **Mn/DOT Statement of Compliance is required on all city of Duluth construction projects (regardless of the project funding source) with each weekly certified payroll report.** web site: <http://dot.state.mn.us/const/labor/forms.html>
- (j) All contracts for city projects shall have applicable schedules of prevailing wage rates set forth in the contract. Schedules of applicable prevailing wage rates shall be posted on all project job sites for public review and shall be protected from the weather.
- (k) Employees on projects shall be paid at least **weekly**. Fringe benefits shall be paid either in cash or to an employee benefit plan that has been approved by the U.S. Department of Labor. ■ **The fringe benefit package is an integral portion of the prevailing wage. Should the prime contractor or any subcontractor (regardless of tier) become delinquent with any fringe benefit plan administrator's requirements for monthly payment, the monthly estimate(s) may be withheld until the plan payments are made current.** (city ordinance 8940 6-18-89 plus amendments)
See MnDOT Specification 1906 on page nine and Section 5 of this document: Contract Compliance.
See Statement of Compliance and Certified Payroll Report requirements in Section 10, HUD 4010 and web sites in Section 14, Forms.
- (l) Any contractor or subcontractor working on a project shall furnish the City with **original** certified payroll reports with **original signatures** relating to the project. Such certified payroll reports shall be **submitted weekly** on U.S. Department of Labor standard forms (WH-347) or their equivalent--using the same format--to the City of Duluth Labor Standards representative. All City of Duluth funded projects must have the base workweek hours indicated on the certified payroll form and/or beside each employee's name (should some employees be working different base workweeks).
- (m) No contractor or subcontractor working on a project shall evade or attempt to evade the provisions of this section through the use of non-recognized training programs. The only employees involved in training programs that shall be allowed to work on projects covered by this section shall be apprentice-trainees as defined by this article.
- (n) Any person violating the provisions of this section shall be guilty of a misdemeanor with each day of violation constituting a separate offense. In addition, if the prevailing wage rate and accompanying fringe benefit rate is not paid to employees working on a project, the City of Duluth may withhold contract payments to the prime contractor until such deficiencies are corrected. Should fringe benefits be paid to authorized Plans, the payments must be made within the demands of those Plans. Delinquencies may result in withholding of project funds to the prime contractor.
- (o) This section shall not apply to contracts for projects where the total cost of the project is less than \$2,000.00; nor to materialmen who do no more than deliver materials to the work site, except that this section shall apply to employees who deliver asphalt, concrete or mineral aggregate such as sand, gravel or stone where such material is incorporated into the project by depositing the material substantially in place, either directly or through spreaders, from the transporting vehicle.

(5) **Helpers**

A helper may perform work *only* if the helper classification is specified and defined in the federal wage decision and/or State of Minnesota wage decision incorporated into the project contract. Without such a helper classification, the contractor must assign a job classification that is the "same or most similar" [Minnesota Statute 177.44, subdivision 1] and compensate the helper for the actual work performed regardless of the helper's skill level.

(6) **Apprentice Ratios**

Journeyworkers must be on site with the apprentices and their hours must match.

FUNDING SOURCE:

City of Duluth and State of Minnesota with or without Federal funding

- Apprentices are not permitted to work alone under any circumstances.
- Working foremen are acceptable as a journeyworker PROVIDING he/she is in the same classification.
 - » Example: carpenter foreman and carpenter apprentice
- Ratios are determined by the trade's labor agreement.
- In the absence of ratio language, the following State of Minnesota apprenticeship ratios will be applied:
(apprentice : journeyworker) 1:1 2:4 3:7 4:10, etc.

- Employees working in excess of the allowable ratio must be paid the full journeyworker compensation.
- Out-of-ratio apprentices will be calculated beginning with the **apprentice at the highest level of training** and, then, to less senior apprentices in their rank order.
- Should two or more out-of-ratio apprentices have the same level of training, whomever was on the work site first will receive journeyworker pay; if the apprentices at the same level of training began work on the project site at the same time, hours worked out-of-ratio for which restitution is due will be divided among those apprentices.

Examples:

Four apprentices working unsupervised are on site. [4:0]
Ratio calls for four apprentices and ten journeyworkers [4:10]

Correction: all apprentices will receive the full journeyworker compensation as apprentices are not permitted to work alone.

Three apprentices and two journeyworkers are on site. [3:2]
Ratio calls for three apprentices and seven journeyworkers [3:7]

Two journeyworkers may accompany only one apprentice; therefore, the two highest level apprentices are paid the full journeyworker compensation.

Even though this particular job has three apprentices—the second journeyworker is a mute point; a third journeyworker would also be a mute point in this example.

Correction: the two highest level apprentices are paid the full journeyworker compensation and the third lower level apprentice is considered in ratio.

H U D (CDBG) and Federal funding only

- Apprentices are not permitted to work alone unless the U. S. Department of Labor-approved agreement allows that practice.
- Working foremen are acceptable as a journeyworker PROVIDING he/she is in the same classification.
 - » Example: electrician foreman and electrician apprentice
- Ratios are determined by the trade's U. S. Department of Labor-approved agreement.
- In the event of the absence of ratio language in the applicable agreement, the Minnesota Department of Labor ratio of one apprentice for the first journeyworker and one apprentice for each three journeyworkers thereafter will be applied, (i.e., 1:1, 2:4, 3:7, 4:10, etc.).
- The **legal apprentices are those who first came to work on the job site**; in the event that all apprentices begin work on the project site at the same time, hours worked out-of-ratio for which restitution is due will be divided among the apprentices.
- Time cards will be required to substantiate the start times.
- Employees working in excess of the allowable ratio—or for which U. S. Department of Labor-apprentice agreement/certificate is not provided—must be paid the full journeyworker compensation.

Examples:

Four apprentices and one journeyworker are on site. [4:1]
Ratio calls for four apprentices and ten journeyworkers. [4:10]

The first apprentice on site is considered in ratio as one journeyworker may only accompany one apprentice [1:1]; this particular job has four apprentices.

Correction: the second through the fourth apprentices coming on site are paid the full journeyworker compensation.

Six apprentices and two journeyworkers are on site [6:2]
Ratio calls for six apprentices and sixteen journeyworkers [6:16]

The first apprentice on site is considered in ratio as two journeyworkers may only accompany one apprentice; this particular job has six apprentices—the second journeyworker is a mute point.

Correction: the second through sixth apprentices coming on site are paid the full journeyworker compensation.

(7) Poster Boards

The prime contractor must construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project is 100% complete. Posters must be protected from the weather. Prime contractors are not allowed to place a poster board at an off-site facility location.

(8) Trucking Issues

a) For the purpose of sections seven and eight, the term “owner” includes all persons having an ownership interest in the trucking entity or a partnership interest in the trucking entity and has a legal and rightful title to the vehicle(s) or has an approved lease on the vehicle(s). “Operate” means the owner either physically drives the vehicle or hires another to physically drive the vehicle; yet, maintains the right to direct the day-to-day operations of the vehicle.

b) Trucking Operations Definitions: See MN Rule 5200.1106 web site: <https://www.revisor.mn.gov/rules/?id=5200.1106>

Independent Trucking Operator: an individual or partnership who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project. The individual owns or leases and drives the equipment, is responsible for the maintenance of the equipment, bears all operating costs, determines the details and means of performing the services, and enters into a legally binding agreement that specifies the relationship to be that of an independent contractor and not that of an employee.

Multiple Truck Operations: any legal business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects. The owners of a trucking firm may either drive the vehicles or hire employees to drive the vehicles. Employee drivers are subject to the appropriate prevailing wage rate. The owner driving a vehicle is obligated to account for the value of his/her services as a driver at the appropriate prevailing wage.

Partnerships: a legal business entity where two or more individuals hold vehicles under lease and contract those vehicles and their services to an entity which provides construction services to a public works project. The partners own or lease the equipment, are responsible for maintenance and all operating costs, drive the equipment, determine the details and means of performing the services, and enter a legally binding agreement that specifies the

relationship to be that of a partner and not that of an employee. All partners are subject to the appropriate prevailing wage per city of Duluth ordinance 8940 as amended.

Corporation: any legal business entity that owns or leases vehicles to provide construction services to public works projects. All individuals are employees of the corporation and subject to the appropriate prevailing wage regardless of title or position.

Broker: an individual or firm who (activities include, but are not limited to):

- contracts to provide trucking services [equipment and driver] in the construction industry to users of such services, such as prime contractors and various subcontractors of the prime;
- contracts to obtain services from other trucking operations and dispatches them to various assignments;
- receives payment from the users (such as prime contractors and various subcontractors) in consideration for the trucking services provided; and
- makes payment to the providers (trucking operations so contracted with) for their services.

(9) **Specific documentation from trucking operations.**

Independent Trucking Operators

The owner/operator of a truck must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for each truck the owner/operator drives on each construction project *before commencing work on that project*. These documents must be sent to the prime contractor who will then forward the material to Labor Standards, Engineering Division at the City of Duluth.

Multiple Truck Operators

Weekly certified payrolls and payment of corresponding prevailing wages plus the fringe benefit package will be required for each project where trucks are operating. This covers the owner plus all employees performing work on the project.

Partnerships

Weekly certified payrolls and payment of corresponding prevailing wages plus fringe benefit packages will be required for each project where trucks are operating. This covers all partners of the organization who perform work on the project.

Each partner performing work on a project must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for the truck being operated with that weekly certified payroll. It is not necessary to repeat such supporting documentation until a different truck is used and/or certificates or licenses have expired.

Employees of the partnership are always reported on a weekly certified payroll and paid the appropriate prevailing wage plus fringe benefit package for the work being performed.

Corporations

All persons employed by the corporation are subject to receive payment of the prevailing wage plus the fringe benefit package for the work performed on a project regardless of title or position. Weekly certified payrolls must be submitted for all work performed on the project.

Brokers

Truck ownership and a **bonafide contract** between the broker and another trucking operation, a prime contractor, or a subcontractor must be identified. Paperwork must be submitted with the month end trucking report to the city of Duluth Labor Standards representative - Engineering. Certified payrolls are not required when the above documentation is provided and approved.

(10) **Month End Trucking Report - ONLY REQUIRED WITH STATE OF MINNESOTA FUNDING**

The Minnesota Department of Transportation Month End Trucking Report Form A and Form B plus Minnesota Department of Transportation Month End Trucking Report Statement of Compliance are *only required on state funded projects*.

A guide for completing the forms including definitions and the reports, themselves, may be downloaded from:

www.dot.state.mn.us/const/labor/forms.html

Payment to the prime contractor may be withheld until documentation is received and approved.

(11) **Truck Rental Rates - ONLY REQUIRED WITH STATE OF MINNESOTA FUNDING**

Truck rental rates are listed in the prevailing wage section of the project specifications.

(12) **Minnesota Rules 5200.1105 and 5200.1106**

These rules are incorporated into this supplementary general conditions part II by reference and are found on these web sites:

www.revisor.mn.gov/rules/?id=5200

(13) **Truck Axles** web site: <https://www.revisor.mn.gov/rules/?id=5200.1100>

Per Minnesota Rules 5200.1100 Master Job Classifications, a truck "unit" refers to all axles including the steering axle. A tag axle is also counted as one of the axles. Examples: four rear axles plus one steering axle = five axles total one rear axle plus one steering axle = two axles total

(14) **Non-Compliance and Enforcement**

- a) The prime contractor shall be liable for any unpaid wages to its workers or those of its lower-tier subcontractors, trucking companies/Multiple Truck Owners (MTO's) and/or Independent Truck Owner/Operator (ITOs) [MnDOT Standard Specifications for Construction, Section 1801].
- b) See Section 9, MnDOT Specification 1906 Partial Payments and Section 5, page two of this document.
- c) City of Duluth ordinance 8940 as amended.

(15) **IC-134 form - Withholding Affidavit for Contractors**

The IC-134 form will be required from all Multiple Truck Operators, Partnerships, and Corporations performing trucking services on a project before the retainage or all remaining funds can be released. Web site for completing form online: www.mndor.state.mn.us

The form, itself, is found at: www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf

(16) **Owners, Supervisors, Foremen listed on certified payrolls.**

All persons working on a City of Duluth project including owners, partners, supervisors, salaried persons, and working foremen who perform laborer and/or mechanic work shall be reported on the weekly certified payroll reports including all data required of any laborer or mechanic. (ordinance 8731, 6/24/85 and 8940 as amended).

(17) **Supporting documentation.**

At his/her discretion, the City of Duluth employee responsible for prevailing wage labor standards may demand proof of payment of the prevailing wage which may include copies of a payroll register, itemized time sheet and matching cancelled check, or any other supporting documents as stipulated. Payment to the prime contractor may be withheld until documentation is received and approved.

(18) **Kickbacks from Public Works employees prohibited.**

No contractor working on a project or other person shall, by force intimidation, or threat of termination of employment, cause any employee working on a project to give up any part of the compensation to which he is entitled under his contract of employment.

Section 9

**Minnesota Department of Transportation Specification 1906 Partial Payments
Process For "Withholding Contract Monies" and "Default and Termination of a Contract" 11/5/04**

Mn/DOT Specification 1906 Partial Payments describes the Commissioner's authority to withhold funds to protect the Department's interests. In addition, Specification 1808 Default and Termination of a Contract describes the Commissioner's authority to take the prosecution of the work out of the hands of the Contractor.

Additionally, on projects funded in whole or part with federal funds and in accordance with the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding", incorporated into federal aid contracts, the Contracting Officer may, after written notice to the Contractor, 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.

However, the Department must give the Contractor, and its Sureties due notice prior to exercising these authorities. The withholding of contract funds, in accordance with Specification 1906 or the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding", should be implemented as soon as a possible prevailing wage violation is recognized. However, Default and Termination of a Contract, in accordance with Specification 1808, should only be exercised as a "last resort" if the Contractor is not willing to comply.

Definitions

(Mn/DOT Standard Specifications for Construction 2000 Edition, Section 1103)

Commissioner: The Commissioner of the Minnesota Department of Transportation, or the chief executive of the department or agency constituted for administration of Contract work with its jurisdiction.

Contractor: The individual, firm or corporation Contracting for and undertaking prosecution of the prescribed work; the party of the second part to the Contract, acting directly or through a duly authorized representative.

Department: The Department of Transportation or the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the Contract work within its jurisdiction.

(Form 1273 - 29 CFR, Part 5.1, Definitions)

Contracting Officer: The individual, a duly appointed successor or authorized representative who is designated and authorized to enter into Contracts on behalf of the Federal Agency and/or the City of Duluth.

Important Considerations

1. Upon completion of the work under a contract, the department should consider issuing the final voucher as soon as possible. Failure to finalize a contract expeditiously could result in subsequent claims that would prevent the department from finalizing the contract. However, before the issuance of the final voucher, the department must be able to ensure that the terms of the contract have been satisfied. Failure on the part of the department to ensure compliance could result in the Mn/DOT state aid division retaining funds from the department in accordance with *Minnesota Rules 8820.3000, subpart 5*.
2. On every contract, the department should withhold the final retainage in accordance with the following guidelines: (1) if the total amount of the contract is \$1,000,000 or more, the department should retain funds not more than \$50,000, (2) if the total amount of the contract is less than \$1,000,000, the department should retain 5% of the total contract, (3) retainage should be withheld until the department can ensure that the contractor has met the terms of the contract or until the finalization of the contract.
3. This guide specifies that the department verbally notify the bonding company early in the process. Generally, as a "rule of thumb", notifying the bonding company is usually the "last resort". However, the justification for the early notification is related to the language found in *Minnesota statute 574.31, subdivision 2*, which summarizes that if an individual or the department does not submit a claim on the payment bond within 120 days after the completion of work under the contract, the claim can be denied.

The following are general guidelines that should be followed prior to placing a Contractor in default:

- Step 1: Upon verbal or written notification that a possible prevailing wage violation exists, the Department should give written notice to the Contractor regarding the nature of the claim, along with the Department's intent to withhold monies until the claim is investigated and determined to be in compliance. Additionally, the Department should inform the Contractor that the bonding company has been verbally notified of the claim. Please be aware, the Department should ensure employee confidentiality at all times.
- Step 2: Upon a preliminary determination surrounding the financial extent of the claim, the Department should consider retaining a "reasonable" portion of one or more partial estimates in accordance with Mn/DOT's 2000 Standard Specifications for Construction, Section 1906; or on federal aid contracts, in accordance with the Required Contract Provisions Federal-Aid Construction Contracts Form – 1273, Section IV, Subpart 6, "Withholding".
- Step 3: If it is determined that the claim is valid, the Department should schedule a meeting with the Contractor and attempt to resolve the matter. If the claim is determined to be invalid, the Department should release any partial estimates that may have been held as a result of the claim. However, the Department should continue to withhold the final retainage in accordance with the above-mentioned: *Important Considerations, 2*.
- Step 4: If resolution cannot be obtained through a meeting, the Department should order the Contractor, in writing, to complete their obligations under the contract. The letter should clearly state the circumstances under which the Department has deemed that the Contractor has not met the terms of the contract. Additionally, the Department should include a reasonable deadline for this obligation to be completed. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.
- Step 5: In the event that the Contractor does not respond to the Department's written order, the Department should send a similar letter, requesting that the Contractor respond immediately, in writing, regarding the Contractor's intention to comply or not comply with the order. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.
- Step 6: If the Department still does not get a proper response from the Contractor, the Department should write another letter, addressed to both the Contractor and the Surety, specifying all the facts of the alleged breach, demanding that the Contractor, or its Surety, respond satisfactorily within 10 days or the Department may exercise its authority to Default and Terminate the Contract in accordance within/DOT's 2000 Specifications for Construction, Section

1808. It's important to provide sufficient detail so that the Surety understands the situation. This notification should be sent by certified mail. A copy of this letter should be forwarded to the Surety, District State Aid Engineer (DSAE), Labor Compliance Unit and the Department's Attorney.
- Step 7: If the Contractor or Surety is unresponsive after 10 days, the Department should consult with their attorney to consider proceeding with Default and Termination of the Contract.
- Step 8: Upon termination of the contract, the Department provides a written order to the Surety, requiring the Surety to bring resolution to the prevailing wage violation.
- Step 9: The Department places the Contractor on a Non-Responsible Bidder's List and rejects any future awards.
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Section 10

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations
Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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 be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(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 Previous editions are obsolete Page 2 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 Section I(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 I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee 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 HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/wh347.pdf> 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 HUD or its designee 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 HUD or its designee, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(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;

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(2) That each laborer or 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 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 subparagraph A.3.(ii)(b).

(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 subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete; Page 4 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Section 11

Equal Opportunity Laws and Regulations

(A) In addition to Contract specifications set forth below, the Contractor shall conduct and administer this Contract in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations of 24 CFR Part 135;
- (5) Executive Order 11246, as amended by Executive Order 11375 and 12086 and implementing regulations at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135) and implementing regulations when published for effect;
- (9) The Minnesota Human Rights Act of 1974, as amended (Chapter 363).

Equal Opportunity and Affirmative Action

(A) Contractors and Subcontractors that have a work force in excess of fifty (50) employees and a contract in excess of \$50,000.00 shall prepare and maintain an appropriate affirmative action plan in accordance with the provisions of 41 CFR 60 "Compliance Responsibility for Equal Opportunity".

(B) Non-segregated Facilities. The Contractor shall certify that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, and/or disability because of habit, local custom, or otherwise.

General Provisions Against Discrimination

(A) In all hiring or employment made possible by or resulting from this Contract, there:

- (1) will not be any discrimination against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability.
- (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability.

(B) No person in the United States shall, on the grounds of race, color, creed, religion, national origin, age, sex, marital status, status with respect to public assistance, and/or disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of the Federal Agency effectuating Title VI of the Civil Rights Act of 1966. The Contractor will note this requirement in all solicitations or advertisements for employees. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(C) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under these provisions, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor hereby agrees that he will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of these Contract Documents.

(E) The Contractor further agrees that he will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60, with respect to his own employment practices when he participates in federally assisted construction work: **Provided:** That of the Contractor so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract. Also, the Contractor will make his files available to inspection by appropriate government agencies and shall furnish those reports as may be required by said agencies.

(F) The Contractor agrees that he will assist and cooperate actively with the Federal Agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that he will furnish the Federal Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he will otherwise assist the Federal Agency in the discharge of its primary responsibility for securing compliance.

(G) The Contractor further agrees that he will refrain from entering into any contract or any contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if he fails or refuses to comply with these undertakings, the City or the Federal Agency may take any or all of the following actions: Terminate or suspend in whole or in part this Contract; refrain from extending any further assistance to the Contractor under the Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

Affirmative Action - "Construction Contracts" over \$10,000

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for minority participation (percent)</u>	<u>Goals for female participation (percent)</u>
From April 1, 1980 until revised	3.0	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

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

3. The Contractor shall provide written notification to the City and to the Director of the Office of Federal Contract Compliance Programs; U.S. Department of Labor, ESA/OFCPP, 16th Floor, 230 South Dearborn Street, Chicago, Illinois, 60604, within 10 working days of award of any construction subcontract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the contractor and/or subcontractor; employer identification number; estimated dollar amount of the prime contract; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the Contract, the "covered area" is all work under a contract currently held with the City of Duluth, Minnesota.

Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

- a) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor; or any person to whom the Director delegates authority;
- b) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- c) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

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

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notices of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitments and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of officers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, national origin, sex, ancestry, age, marital status, status with respect to public assistance and/or disability.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails

to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

Affirmative Action for Handicapped Workers

(applies to contracts in excess of \$2,500)

(A) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(C) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(D) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(E) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(F) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(applies to contracts in excess of \$10,000)

(A) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

(C) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(D) The reports required by paragraph (B) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(E) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions, and has so

advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(F) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(G) The provisions of paragraphs (B), (C), (D), and (E) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement for that opening.

(H) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(I) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(J) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(K) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(L) The Contractor will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance qualified disabled veterans and veterans of the Vietnam era..

(M) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 12

Employment Opportunities - "HUD Section 3"

General

These requirements apply to the City of Duluth contracts receiving assistance under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

Type of Covered Projects

24CFR570.607 (b) of the HUD CDBG Program Regulations state in part "... that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations be given to low- and very low-income persons.

Thresholds

In accordance with the provisions of 24CFR135.3(a) (3) (ii) (A), the requirements of this Section apply to those recipients as defined at 24CFR135.5 when the amount of this contract exceeds \$200,000.

In addition, in accordance with the provisions of 24CFR135.3 (a) (3) (ii) (B), the requirements of this Section apply to any contractor or subcontractor whose contract exceeds \$100,000 as a result of assistance provided under this contract.

Requirements (Section 3 Clause)

(A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(C) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement, or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The

notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(E) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR part 135.

(F) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Section 13

Federal Requirements for Minority/Women Business Enterprises Contract Guidance - MPFA

General

Municipalities that receive loan funding must comply with Federal requirements concerning utilization of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE). These requirements are designed to encourage the prime contractors to utilize MBEs and WBEs whenever procurement opportunities occur.

Regulation

40 C.F.R. Section 35.3145(d) Application of other Federal Authorities, M/WBE Requirements

Executive Orders No. 11625, 12138 and 12432 - Promoting the use of M/WBEs

Section 129 of Public Law 100-590 - Small Business Administration Reauthorization and Amendment Act of 1988

Regulations detailed in the EPA's *Cross-Cutting Federal Authorities - Clean Water Act State Revolving Fund Program and Safe Drinking Water Act State Revolving Fund Program*

Implementation

The "fair share" target percentage participation proposed for this project is 3.5 percent (3.5%) for MBE and 11.5 percent (11.5%) for WBE.

If the Contractor intends to let any subcontractors for a portion of the work, the Contractor shall take affirmative steps to assure that minority and women businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Include qualified minority businesses on solicitation lists.
- b) Assure that minority businesses are solicited whenever they are potential sources.
- c) When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- d) Where the requirement permits, establish delivery schedules, which will encourage participation by minority businesses.
- e) Use the services and assistance of the Office of Minority Business Enterprise of the Department of Commerce.

The low bidder will be required to submit to the City of Duluth documentation of his good faith efforts to meet the targeted goals of utilizing MBEs and WBEs.

Section 14 - Forms

Minnesota Department of Transportation and City of Duluth, Minnesota funded certified payroll forms

- MnDOT Prime Contractor's-Subcontractor's Statement of Compliance form (12/2010)
www.dot.state.mn.us/const/labor/forms.html
- Certified Payroll Forms
<http://www.dol.gov/forms/whd/wh347.pdf>
use front side only

U. S. Department of Housing and Urban Development and federal government funded certified payroll forms

- Statement of Compliance Form & Certified Payroll Forms
<http://www.dol.gov/forms/whd/wh347.pdf>
(use reverse side for Statement of Compliance form)
- MnDOT Prime Contractor's-Subcontractor's Statement of Compliance form (12/2010)
www.dot.state.mn.us/const/labor/forms.html

Minnesota Department of Transportation Trucking Requirements

- Month End Trucking Report Form A and Form B
- Month End Trucking Report Statement of Compliance
- Definitions, instructions, forms:
www.dot.state.mn.us/const/labor/forms.html

**DULUTH AIRPORT AUTHORITY
&
CITY OF DULUTH
Insurance and Indemnification Requirements
(Updated 01-28-11)**

INDEMNIFICATION CLAUSE

The Contractor shall defend, indemnify and save the Duluth Airport Authority (the "Owner") and the City of Duluth (the "City") harmless from all costs, charges, damages, expenses including reasonable attorneys' fee, and loss of any kind that may grow out of the matters covered by this Contract, and on ten (10) days' written notice from the Owner, Contractor shall appear and defend all lawsuits against said Owner and/or City growing out of such matters. The provisions of this paragraph apply to any claim for response costs, contribution, or damages which arise out of the release or threatened release of a pollutant, contaminant, or hazardous substance. Said obligation shall include but not be limited to the obligation to defend, indemnify and save harmless the Owner and the City in all cases where claims of liability against the Owner and/or City arise out of acts or omissions of the Owner and/or City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure of Owner and/or City to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be done and things to be supplied hereunder.

INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota, which insurance shall indemnify Contractor, the Owner, and the City from all liability above, subject to provisions of Subparagraph c. below.
 - (1) Workers' Compensation Insurance in accordance with the laws of the State of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the Owner; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

- (3) The Owner and the City shall be named as **Additional Insureds** on each liability policy other than the Workers' Compensation policies of the Contractor, or as an alternate, Contractor may provide Owners-Contractors Protective policy naming itself, the Owner and the City. Contractor shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Prior to the execution of this Contract, Contractor shall provide Certificates of Insurance evidencing such coverage and certificates showing continued maintenance of such insurance shall be on file with the Owner during the term of this Contract. The Owner and the City do not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the Owner and the City as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the Owner without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to Owner will render any such change or changes in said policy or coverages ineffective as against the Owner and the City.
- (5) **The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.
- c. Contractor shall be required to provide insurance meeting the requirements stated herein unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE
ACTION POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, Minnesota PROJECT: _____

FROM: _____

(FIRM'S Name, Address, Telephone Number)

- A. Employment:** It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM will take affirmative action to ensure that we will, (1) recruit, hire and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name)_____ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program". This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

- B. Reports:** Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 “Compliance Responsibility for Equal Opportunity” published by the U.S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.
- C. Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term “segregated facilities” means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.
- D. Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000 shall prepare and maintain a written affirmative action compliance program that meets the requirements as set forth in 41CFR60.
- E. Non-compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
- F. Employment Goals - “Construction” Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.

- G. Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 will require that; (1) the subcontractor shall execute an “EEO Statement and Certification” similar in nature to this “Statement and Certification” (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this _____ day _____ 19____ by:

(Printed Name & Title)

(Signature)

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws the penalty for false statements is prescribed in 18 U.S.C. 1001.

Construction Safety and Security Compliance
For
Aircraft Operations Area
Duluth International Airport
Duluth, Minnesota
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I. AIRPORT EMERGENCY NUMBERS

EMERGENCY TELEPHONE NUMBER

911

FOR

POLICE FIRE RESCUE

AIRPORT NONEMERGENCY NUMBERS

DULUTH AIRPORT AUTHORITY

Airport Office	(M – F 08:00 – 16:30)	727 – 2968 727 – 2960 (fax)
Airport Security	(24 Hours)	391 – 5631 (cell) 726 – 4984 (pager)
Executive Director	Brian Ryks	391 – 8052 (cell)
Operations Director	Brian Grefe	590 – 8606 (cell)
Airside Manager	Tom Werner	391 – 6155 (cell)
Airport Garage		727 – 6522
Electrical Vault		391 – 5697 (cell)

II. CONSTRUCTION SAFETY FOR DULUTH AIRPORT AUTHORITY

This manual provides general information to Contractors on the requirements and procedures for accident prevention, safety, security, and loss control for the Duluth Airport Authority (DAA) construction, repair, or services required by the DAA and its tenants. The DAA's safety objective is to achieve accident-free construction projects.

Contractors are charged with the responsibility for conducting their operations in a manner that will provide safe working conditions for all employees and the protection of the public and all others who may come in contact with or be exposed to this project. Nothing contained in this manual is intended to relieve any Contractor or supplier of the obligations assumed by the Contractor under contract with the DAA or as required by law.

Safety must be an integral part of each job. Full participation, cooperation, and support is necessary to ensure the safety and health of all persons and property involved in the project.

The purpose of marking, barricading, and lighting airside construction areas is to delineate hazardous areas and prevent unauthorized incursions into the area by personnel, vehicles, equipment, and aircraft during construction.

The limits of the Duluth International Airport, hereafter referred to as "the Airport," are defined as follows:

The Aircraft Operating Area (AOA), for the purpose of this document, is defined as any part of the Airport utilized for aircraft operations and includes any area inside the perimeter fence.

The Aircraft Movement Area (AMA) is defined as runways, taxiways, and other areas of the Airport that are utilized for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and parking areas. The AMA is a restricted area. All vehicle and pedestrian access is prohibited without the approval of the Airport and FAA Air Traffic Control.

The DAA reserves the right to review the Contractor's safety program/record and periodically inspect work sites for compliance.

III. SAFETY AREAS

Runways and taxiways have safety areas. The safety area dimensions at Duluth International Airport extend 1,000 feet beyond each runway end and 255 feet perpendicular to the runway centerline.

A. Design Standards

The runway and taxiway safety areas shall be:

1. Cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations.
2. Drained by grading or storm sewers to prevent water accumulation.
3. Capable under dry conditions of supporting construction and maintenance equipment, aircraft rescue, fire-fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.
- (4) Free of objects, except for objects that need to be located in the runway safety area because of their functions. These objects shall be constructed on low impact resistant supports (frangible mounted structures) to the lowest practical height with the frangible point no higher than 3 inches. Other objects, such as manholes, should be constructed at grade. In no case should their height exceed 3 inches above grade.

(5) Restricted Areas

Object Free Area (OFA), Obstacle Free Zone (OFZ), Primary Surface and Transitional Surface.

1. Runway and Taxiway Surfaces. When aircraft operations are being conducted on a runway or taxiway, construction activity is prohibited within any of the above listed areas, as defined in the FAA's Advisory Circular (AC) 150/5300-13, current edition, unless approved on a case-by-case basis by the DAA, where construction equipment and material is properly marked and lighted.

These restricted areas vary depending on runway or taxiway design group. A taxiway OFA extends out to 129.5' from the centerline for group IV aircraft and 160' for group V.

A runway primary surface extends out to 500' from a runway centerline and the transitional surface begins a 7' to 1' outward and upward slope up to 150'. Any equipment in these areas must be approved by the DAA.

When working near a runway or taxiway ask for assistance in defining these areas before work begins.

2. Approach Surfaces. When aircraft operations are being conducted near a runway, construction activity is prohibited to penetrate the surfaces, defined in AC 150/5300-13, unless approved by the DAA. The runway threshold may be relocated or displaced to eliminate the penetration.

C. Taxiways and Aprons

Construction activity may be safely permitted within safety areas of taxiways and on aprons in use provided the activity is first coordinated with the DAA, local notice to airmen (NOTAM's) are issued, marking and lighting provisions are implemented, and it is determined that the height of equipment and materials is safely below any part of the aircraft using the AOA that might overhang those areas. The taxiway centerline shall be maintained when construction activity is conducted adjacent to an active taxiway, a minimum clearance of 25 feet plus one half the wingspan of the largest predominant aircraft (currently 767-400) from the centerline of an active taxiway or apron, which is 108 feet.

IV. FLAGGERS AND OBSERVERS

All flaggers will be trained and approved by the DAA prior to working on the Airport.

A. Communications

All flaggers and observers controlling equipment crossing active aircraft areas will be required to have a cellular telephone or DAA approved radio to contact the DAA to report any problems that may affect aircraft operations. All observers and flaggers will immediately contact the DAA if any equipment or vehicle becomes disabled or is unable to yield to aircraft for any reason.

B. Crossings

If approved by the DAA, vehicle and pedestrian crossings of active runways, taxiways and high-use or congested ramp areas may be permitted if the following provisions are met:

1. The DAA is notified before any activity begins and when the activity ends every day.
2. DAA has coordinated the activity with Air Traffic Control and has advised the Engineer or Contractor when to begin crossings.
3. An airport representative is available to contact Air Traffic Control if there are any problems.
4. All involved personnel understand that all equipment and pedestrians must yield to all aircraft. **Aircraft always have the right of way.**

V. CONSTRUCTION LIMIT BOUNDARIES

A. Setback Lines

Visible setback lines will be established prior to construction activity taking place adjacent to active taxiways and aprons. All vehicles, equipment, and construction activity must stay beyond these lines unless provisions are made with DAA and Engineering personnel. Locations where setback lines will be placed is determined by the Airport's largest predominant aircraft (Boeing 767-400), and setback lines will be located at 108 feet from the taxiway or apron centerline.

At the discretion of DAA and Engineering personnel, setback lines will be delineated according to the scope and timeframe of each project. Short-term projects involving limited personnel may be delineated with spray paint and/or wooden laths. For projects involving numerous personnel and subcontractors, setback lines will be delineated with rubber-based upright delineators with rope or ribbon extended between delineators. Contractors will be responsible for maintaining setback lines in a clearly visible condition until project completion.

If approved by the DAA, construction may be permitted within the setback lines if the following provisions are met:

1. A designated observer/spotter (other than the equipment operator) is on the site to direct the operator and equipment to yield to oncoming aircraft. The observer/spotter must be able to immediately get the attention of the operator and direct equipment beyond the setback lines. Equipment must be in position to immediately respond.
2. It is determined by DAA and Engineering personnel that the height of the equipment and materials is safely below any part of the aircraft using the AOA that might overhang those areas.
3. Vehicles and equipment are under escort by DAA or Engineering personnel that are in contact with the air traffic control tower or if equipment is being directed by a DAA approved flagger or observer/spotter.

If the above-stated provisions cannot be met, construction activity will not be allowed until a taxiway/apron closure can be scheduled with Air Traffic Control.

B. Trenches, Excavations, and Stockpiled Material

Open trenches exceeding 3 inches in depth and 3 inches in width or stockpiled material will not be permitted within the limits of safety areas of operational runways. Coverings for open trenches or excavations shall be of sufficient strength to support the weight of the heaviest aircraft operating on the runway or taxiway. Lightweight barricades and/or flagging should be used to identify the limits of construction near open trenches or excavations.

C. Equipment Height

Construction activity shall be prohibited when equipment penetrates any obstacle free zone (OFZ) as defined in the FAA's AC 150/5300-13, current edition, unless a favorable airspace finding has been made by the FAA and the DAA, and approved by the DAA. Equipment must display a checkered flag during daytime use and a yellow flashing beacon during nighttime use.

D. Proximity of Construction Activity to Navigational Aids

Construction activity in the vicinity of navigational aids requires special consideration. The effect of the activity and its permissible distance and direction from the aid must be evaluated in each instance. A coordinated evaluation by DAA and the FAA is necessary. Technical involvement by FAA airports, air traffic, and airway facilities specialists is needed as well as construction engineering and management input. Particular attention needs to be given to stockpiling materials and movement and parking of equipment that may block the line of sight from the tower or interfere with electronic signals.

E. Construction Vehicle Traffic

Because each construction situation differs, the Contractor must coordinate construction vehicle traffic with the DAA.

F. Limitations of Construction

1. Open-flame welding or torch-cutting operations will be prohibited unless adequate fire and safety precautions are provided.
2. Open trenches, excavations, and stockpiled material at the construction site should be prominently marked and lighted by barricades (acceptable to the DAA and the FAA) during hours of restricted visibility and/or darkness. Under no circumstances are flare pots to be used for airport lighting.

Some temporary back filling of open trenches may be required.

3. Stockpiled material should be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions. Material should not be stored near aircraft turning areas.

G. Marking and Lighting of Closed or Hazardous Areas on the Airport

When areas on the Airport are closed or present hazards due to construction activities, they should be marked and lighted according to AC 150/5340. Marking and lighting must be approved by the DAA.

If construction involves an extended closure of a runway, an illuminated cross ("X") shall be required at each end and shall be serviced and maintained by the Contractor. (The lighted cross ["X"] shall be provided by the Contractor.)

The dimensions of the safety area and obstacle free zones vary and will be stipulated in the specifications. If runway and taxiway closures are necessary, construction may be limited to nighttime, requiring 24-hour prior coordination.

All work in the AMA and safety area is to be coordinated with the DAA.

VI. AIRCRAFT SAFETY CONSIDERATIONS

The Contractor will be required to coordinate work so as to satisfy clearance requirements for arrival and departure of scheduled aircraft and maintain compliance with the FAA's AC 150/5370-2 current edition, "Operational Safety on Airports During Construction." The AC sets forth guidelines for maintaining desired levels of operational safety during construction. All construction personnel should become familiar with the contents of this AC, including Appendix 1, "Special Safety Requirements During Construction."

A. Potential Hazards

Potential hazards include the following:

1. Excavation adjacent to runways, taxiways, and aprons.
2. Mounds of stockpiles of earth, construction material, temporary structures, and other obstacles in proximity to airport operations areas and approach zones.
3. Runway surfacing projects resulting in excessive lips greater than 1 inch for runways and 3 inches for edges between old and new surfaces at runway edges and ends.

4. Heavy equipment, stationary or mobile, operating or idle near the AOA or in safety areas.
- (6) Proximity of equipment or material that may degrade radiated signals or impair monitoring of navigational aids.
6. Tall but relatively low visibility units, such as cranes, drills, and the like, in critical areas such as safety areas and approach zones.
7. Improper or malfunctioning lights or unlighted airport hazards.
8. Holes, obstacles, loose pavement, trash, and other debris on or near the AOA.
9. Failure to maintain fencing during construction to deter human and animal incursion into the AOA.
10. Open trenches alongside pavement.
11. Improper marking or lighting of runways, taxiways, and displaced thresholds.
12. Attractions for birds, such as trash, grass seeding, or ponded water on or near airports.
13. Inadequate or improper methods of marking temporarily closed airport operations areas, including improper and unsecured barricades.
14. Obliterated markings on active operation areas.

NOTE: Safety area encroachments, improper ground vehicle operations, and unmarked or uncovered holes and trenches in the vicinity of aircraft operating surfaces are the three most recurring threats to airside safety during construction.

B. Aircraft Emergency

In the event of an aircraft emergency, the Contractor's personnel and/or equipment may be required to immediately vacate the area.

VII. GENERAL SAFETY ISSUES

A. General

1. The Contractor must, at all times, conduct the work in conformance with requirements of the DAA, the FAA, and the TSA.

2. Aircraft traffic will continue to use existing runways, aprons, and taxiways of the Airport during the time that work under a contract is being performed. The Contractor shall at all times so conduct the work as to create no hindrance, hazard, or obstacle to aircraft using the Airport.
3. Runway closures, when authorized, are coordinated and approved by the DAA. The Contractor will schedule and organize the work so that a minimum of closings or crossings of runways and taxiways will be required during this project.
4. All construction-related activity taking place within any active area of the AMA requires the presence of a DAA or Engineer escort having radio communication with the FAA control tower. Spotters and/or flaggers having radio or telephone contact with the DAA may be used with the approval of the DAA. Any command or instruction given by the control tower, the DAA, the Engineer, flaggers, or spotters shall be immediately obeyed.
5. The Contractor may be working in an active AOA in which jet takeoff noise can be as high as 120 decibels. All Contractors shall comply with industry standards for personnel hearing protection when working within these areas.
6. Airport environment requires a high degree of care to control debris and dust. Spilled material on active roadways, taxiways, runways, and aprons shall be swept up immediately. The Contractor shall be aware that the AOA is subject to jet blasts, which are equivalent to wind velocities of 75 to 90 miles per hour; therefore, constant dust control measures will be required to prevent loose material from blowing across the airfield.
7. Sanitary facilities shall be provided at appropriate locations for the Contractor's employees. Public facilities at the Airport are not to be used.
8. The speed limit on all airside roadways is 25 miles per hour unless otherwise posted. The speed limit on the aprons is 15 mph. (speed limit within 50 feet of an aircraft is 5 mph.)
9. Peak hours for the AOA are from 06:00 to 23:00. Non-peak hours are defined as the period from 23:00 to 06:00.
10. All personnel operating a motor vehicle within the secured area shall have a valid, state issued drivers license.
11. Maximum convoy length shall not exceed three vehicles plus the escort vehicle. The three vehicles must be in the immediate control of the escort vehicle.

12. Use of audio earphones and headsets are prohibited on the AOA unless directly related to job requirements.
13. All Contractor vehicles and equipment operating in the AOA not being escorted must display checkered flags during daytime use and yellow flashing beacons during nighttime use. The flag should be on a staff attached to the vehicle and should be at least a 3 foot square having a checkered pattern of International Orange and White squares at least one (1) foot on each side.
14. Approved Airport, tenants or Contractor vehicles properly equipped may be used to escort up to three vehicles onto the AOA. The vehicle providing the escort must lead and is responsible for the trailing vehicle(s).

It is acceptable for a person displaying an airport-issued ID to provide pedestrian escort for vehicles; however, this is only allowed within 100 feet of the gate. Under no circumstances may a badge employee provide an escort from inside an unmarked vehicle.

15. Beacons and flags must be maintained in good working condition, and flags will be replaced if they become faded, discolored, or ragged.
16. Construction projects affecting any aircraft operation area will be inspected by DAA prior to construction personnel and cleanup equipment leaving the area.
17. All electrical wire, cable, rope, trenches, holes, or any other object or surface variation that may interfere with or be damaged by airport field mowers or other equipment must be marked and/or barricaded to clearly denote the object or area.
18. Manholes, drain inlets and junction boxes must have approved covers in place at all times or they must be barricaded to clearly denote the uncovered opening.

B. Fines and Warnings

Safety and security precautions are necessary at Airports. Failure of the Contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the Airport. Therefore, if the Contractor is found to be in violation of safety, security or badging/licensing requirements, the Contractor may be shutdown or removed from the Airport.

The DAA has the option to issue warnings on an offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be required to surrender their DAA ID badges pending investigation of the matter.

Penalties for violations related to DAA procedures may include the following:

1. Warning, DAA ID badge confiscation, retraining, and a letter from the employer stating what action if any has been taken to prevent reoccurrence.
2. Project shutdown and/or removal of personnel involved from the AOA.

Project shutdown or personnel removal may be issued on a first offense.

C. Signs

All permanent signs affected by construction shall be replaced by temporary signs acceptable to the DAA. The Contractor shall submit a sign relocation plan to the DAA for approval prior to any relocation of any existing signs. When construction takes place near the AMA and at the discretion of DAA and Engineering personnel, signs stating "ACTIVE RUNWAY/TAXIWAY DO NOT ENTER" may be required.

D. Barricades and Channelizing Devices

Airside construction sites shall be barricaded and lighted to delineate the work area by using Railroad Tie Barricades with lights and flags placed at 10-foot intervals; taxiway areas shall be barricaded using low-profile lights with flags at 10-foot intervals.

Hazardous areas, those in which no part of an aircraft may enter, shall be defined by the placement of low-profile barricades with reflective markings, and flashing red beacons.

Construction areas on temporarily closed taxiways, runways, or ramp areas shall be defined by the placement of approved Type II Construction Barricades with flashing yellow beacons and shall be secured in place with sandbags as directed by the DAA. During daylight hours, rubber-based upright delineators may be used. All lights and batteries used to delineate construction and hazardous areas shall be constantly maintained by the Contractor during periods of nighttime use.

E. Lighting

Temporary light plants used in conjunction with nighttime work cannot be located in such a manner as to be an obstruction or hazard. In addition, these light plants cannot be located where the glare of the light will cause visual or physical interference to operating aircraft and the FAA Air Traffic Control tower.

When existing edge lighting are rendered inoperable on an active runway or taxiway, the Contractor must install temporary edge lights. The lights and wiring shall meet National Electrical Code (NEC) Article 300, and AC 150/5340-24 "Runway and

Taxiway Edge Lighting System," latest edition, for permanent lighting. Any active runway or taxiway lights requiring temporary removal shall be replaced by a temporary installation.

A temporary connection shall be made to connect all remaining active runway or taxiway lights in a construction area where several lights may have been decommissioned. Contractor shall have prior approval by the DAA before temporarily connecting lights.

"Temporary edge lights shall be securely fastened down and the electrical power cable shall not be driven across. Airfield lighting cables operate at high voltage. They have the potential of 5000 volts and should have only qualified personnel working with them".

The Contractor **shall provide** red obstruction lights for all stationary cranes erected on the construction site. All moveable cranes shall be provided with red obstruction lights if the boom cannot be lowered during hours of darkness. The DAA will issue NOTAMs on obstruction lighting; the Contractor shall notify the Engineer if any relocation takes place.

All construction personnel that are working on the AOA during hours of darkness will wear clothing with reflective markings.

F. Pavement Markings

All existing pavement markings requiring removal shall be obliterated by means approved by the DAA.

Temporary markings consist of paint or temporary preformed marking tape (removable).

All permanent pavement markings shall be restored at project completion.

G. Haul Routes

Where haul routes cross active taxiways, traffic control with a flagger or Engineer escort approved by the DAA shall be implemented.

Traffic control is defined as a flagger or DAA approved escort by the DAA.

Haul routes crossing active taxiways will not be permitted unless authorized by the DAA.

If the Contractor's haul road crosses any area used by aircraft for taxiing, takeoff, or parking, a power broom and/or hand sweeping shall be used to keep this area clean of debris, which could damage aircraft engines or propellers. The Contractor shall be liable for any damages that occur.

Contractor's haul routes must be restored to their original condition at the completion of the project.

H. Transition Ramps

Construction projects on airside may involve overlays and/or milling operations on runway or taxiway surfaces. This operation will require the construction of temporary ramps to allow runway or taxiway use between actual work shifts during the airside non-peak hours.

I. Grade and Vegetation

Unless specified, all construction grades and vegetation must be restored to their original condition and be free of ruts and depressions. Appropriate seed shall be planted.

J. Closures/Interruptions

If any roadway or taxiway is interrupted because of the means and/or methods used by the Contractor, an alternate detour roadway or taxiway must be provided. The Contractor shall submit a plan to the Engineer for approval prior to use. All alternate routes must be properly delineated for AOA/AMA use.

K. Staging Areas and Environmental Compliance

The staging area cannot be located in high traffic areas within the AOA.

Any staging areas used must be left environmentally clean during and at completion of the construction project. This includes keeping the area clean of debris, oil spills, and other undesirable elements. Any hazardous or regulated waste material produced by the Contractor must be properly disposed of at the Contractor's expense according to all local, state, and federal regulations.

The Contractor may be required to provide test results to confirm an area has been left environmentally clean with any contamination removed.

L. Debris Hazards

Each construction project will have a procedure for regular cleanup and containment of construction material and debris. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons, and runways must remain clean.

Secured waste containers with attached lids shall be required on construction sites.

Special attention should be given to securing lightweight construction material (concrete insulating blankets, tarps, insulation, etc.). Specific securing procedures and/or chain-link enclosures may be required.

Vehicle and equipment washing and clean up will not be allowed on the Airport unless approved by the DAA.

When working in an airport environment, immediate access to a power sweeper is required when construction occurs on any aircraft pavement area unless an appropriate alternative has been approved by the DAA and Engineer.

M. Airport Assistance Form

DAA has a construction "Airport Assistance Form" that may be utilized if necessary. The DAA may determine that the Contractor involved in a construction project will hinder operations, and if the contractor is not equipped or unable to rectify the problem within the established timeframe, the Airport Assistance Form will be implemented (Exhibit #1). The process for this work is as follows:

1. DAA or Engineer will initiate work;
2. Airport Maintenance will note the details involved and distribute completed copies;
3. Airport Finance will be notified of the pending cost claim;
4. The Engineer will receive notification of the action taken; and
5. Contractor is given a copy.

If anything that may affect aircraft operations, violations, or noncompliance of FAA or any other requirements is observed, the DAA must be notified.

DAA Telephone Numbers:

Office: (218) 727-2968
Airport Security: (218) 391-5631

VIII. SECURITY REQUIREMENTS

A. Airport Access and Identification (ID) Badge Requirements

1. All contractor employees working at a construction site in restricted areas of the Duluth Airport must obtain an Airport ID Badge. The badge must always be displayed on the outermost garment while inside restricted areas. Failure to do so may result in criminal and civil penalties, revocation of the badge and the individual being barred from the Airport.
2. Registration
 - a) The Engineer or sponsoring tenant must complete a construction fact sheet outlining the duration of the contract, the specific door and/or gate numbers for which access is requested, and the name of the Contractor and all subcontractors associated with the project.
Construction personnel will only access the points as specified by Construction Fact Sheet. If additional access points are required, the Engineer must coordinate with the DAA Operations Director and/or the Airport Security Office. **No access changes will be negotiated with Contractors.**
 - b) The Contractor must complete a Unescorted Access/ DAA ID Badge Request Letter and Signature Authentication Form as shown in Exhibits #2 or #3 and #4.
 - c)
 - (1) The Contractor will designate an Authorized Certifier/s on company letterhead, who is/are responsible for signing all identification badge applications, including those for sub-contractor employees. Authorized certifier must undergo the same background checks as those he/she is certifying. Sample signatures on the Signature Authentication Form must be included with the letter. This is to insure badge applications are signed only by the Authorized Certifier/s.
 - (2) If the name of the sub-contractor company does not appear on the letter issued by the Contractor, no ID badges will be issued until an amended list is received.
- c) Application
 - (1) An application must be completed for each individual requesting access and Airport ID badge.

- (2) Airport ID badge applications are available from the Airport Security Office located in the Main Terminal.

Telephone Number: (218) 727-2968

Fax Number: (218) 727-2960

- (3) All applications must be an original; no copies will be accepted.

d) Background checks

- (1) A favorable FBI Fingerprint Criminal History Records Check (CHRC) must be conducted on employees requesting access / Airport ID Badge for work conducted in the Security Identification Display Area (SIDA)/Secured Area. (The employment background section of the application is not applicable.) *See Exhibit #3 for costs associated with the CHRC.

A five (5) year employment background check must be conducted on employees requesting access / Airport ID Badge for all other airport restricted areas. The background verification section of the application must be completed by the applicant and verified by the Certifier or his/her representative prior to a badge being issued. The verification form must include employment history for the required number of years, and all time must be accounted for.

The Airport Security Office may audit the background check information to ensure it is complete and accurate. If any discrepancies are found, the badge will be revoked until the information has been corrected. *NOTE: Any Transportation Security Administration (TSA) fines levied against the Airport for falsification of background information will be passed on to the Contractor. Additionally, any individual who falsifies background information can be held personally responsible and is subject to civil penalties levied by the TSA.

- (2) Guidelines for submitting background information are included with this document as Exhibit #3. If the background information is not accurate or complete, the application will be returned, and an ID badge will not be issued until corrected.
- (3) To allow adequate time for processing and verifying the background information, Required CHRC / background information and application must be submitted to the Airport Security Office a minimum of two business days before the badge is to be issued.

- (4) Badge application instructions contain a list of disqualifying crimes. If an applicant has been convicted of any of these crimes within the last ten years, he/she is not eligible to obtain a badge for access to airport restricted areas. The applicant must indicate whether or not he/she has been convicted of any of the crimes listed.
- (5) A warrants check may be run on the applicant. Individuals with warrants are subject to arrest, and the badge will not be issued until the warrant(s) is/are resolved.
- (6) The application must be signed by an authorized company certifier.

e) Training

- (1) All employees requesting unescorted re required to undergo security training, pursuant to Federal Regulations. This training must be scheduled through the Airport Security Office. Training time is approximately one hour.
- (2) If project size dictates, a construction class specific to the project will be conducted. A time for this class must be coordinated with the Airport Security Coordinator at (218) 727-2968.

f) Issuance of badges

- (1) There is a \$50 fee for the initial issue of each airport ID badge.
- (2) The fee must be submitted by the Contractor only. **Fees shall** not be accepted from subcontractor companies. The DAA will periodically bill the contractor for the fees. Fees should not be paid in cash by the applicants to submit a copy of a drivers license or other picture ID.

g) ID badge renewal/replacement procedures

- (1) Replacement of Lost/Stolen badges
 - (a) If a badge is lost or stolen, it must be reported to the Airport Security Office immediately (218-391-5631), so the badge can be deactivated.
 - (b) A replacement application must be completed and signed by an authorized company certifier.

(c) \$50 replacement fee must be paid.

(d) If the badge is later found, the employee must bring in the found badge to the Airport Security Office.

(2) Renewal of Expired Badge

(a) The Engineer must submit, in writing, a request to extend the expiration date of the badges and provide a new expiration date.

(b) A replacement application signed by an authorized company certifier must be completed for each employee still required on the project (Exhibit #5).

(3) Replacement of Inoperable or Damaged Badge

If for any reason the ID badge becomes damaged, the badge holder shall return the badge to the Airport Security Office, and a replacement badge will be issued at no cost.

(4) Replacement of a Defaced Badge

No stickers, pins drawings, etc. may be placed on the front of the Airport ID badge. No fee will be charged to replace a badge which has been defaced or altered if the badge is returned to the Airport Security Office.

h) Termination of employee

(1) Upon voluntary or involuntary termination of the unescorted access privileges of the Applicant, the Company is required to notify the Airport Security Office (218-391-5631) immediately and surrender the identification badge as soon as possible. If the Applicant is convicted of any of the crimes after unescorted access is granted, the conviction must be reported by the Company immediately to Airport Security and the identification badge returned within 24 hours.

The Contractor shall notify the Airport Security Office, in writing, when a subcontractor is no longer under contract. The Contractor shall collect all badges and return them to the Airport Security Office within 72 hours. Failure to return a badge will result in a \$50.00 fine per badge.

- i) Escort procedures: An employee possessing a valid Airport ID badge may escort other individuals into the secure area under the following conditions:

- Individuals **under escort** must have an operational need to access the secure area.
- The employee providing the escort must remain within line of sight, and close enough to monitor the actions of the escorted person.

(1) Haul Routes

Contractor may use designated haul routes for deliveries if approved by the DAA, if the following conditions are met:

- (a) Delivery drivers are allowed to go to and from the delivery point only. Any other work or activity requires driver to be properly escorted or badged.
- (b) Spotters may be required to position along the route at intervals (from starting to ending points) to maintain a line of sight and direct the vehicles.
- (c) All delivery vehicles are properly equipped with flags and/or beacons to operate on the Airport.

If the above stated conditions cannot be met, delivery vehicles must be escorted by a vehicle properly equipped to operate on the Airport.

B. Vehicle Requirements

1. Vehicle markings

All Contractor vehicles and equipment operating in the AOA must display checkered flags during daytime use and yellow flashing beacons during nighttime use. The flag should be on a staff attached to the vehicle and should be at least a 3 foot square having a checkered pattern of International Orange and White squares at least one (1) foot on each side.

2. Vehicle Escort

- a) Only approved Contractor vehicles may be used to escort other vehicles onto the AOA. The vehicle providing the escort must lead and is responsible for the trailing vehicle(s).

It is acceptable for a person displaying an Airport ID Badge to provide pedestrian escort for vehicles; however, this is only allowed within 100 feet of the gate.

- b) Equipment (backhoes, graders, etc.) that remain at the job site will be stored in the staging area. Staging areas located within the AOA are not for contractor employee parking unless approved by the DAA.

C. Access Points/Gates

1. When non-automated gates are unlocked, they must be staffed at all times by a badged employee to control access. This individual must have the ability to contact Airport Security via phone in the event of a security breach. This individual is required to check each person entering Airport restricted areas through the gate for a valid ID badge. Anyone not in compliance will be denied access.
2. All employees performing gate guard duties are required to attend a briefing with Airport Security to obtain instruction on their responsibilities.
3. If a problem is encountered, the gate guard must notify Airport Security (218-391-5631) immediately. The guard will be asked to describe the problem and give a description of the vehicle or individual involved.
4. While not actively being used, the gate must be kept **closed and locked**.
5. Access to construction sites through manual gates must be coordinated with Airport staff. **Contractor locks will be placed on gates interlocked with DAA locks ensuring DAA access at all times.**

D. Fencing

If a temporary fence is erected, displacing a portion of the airport perimeter fence, it must meet permanent fence standards, which are 6 feet of chain link with 3 strands of barbed wire angled away from the secure area at 45 degrees, with poles cemented in place.

E. Security Violations

1. Any employee who commits a security violation shall be immediately escorted out of the restricted area and his/her ID badge will not be returned until remedial actions have been taken (retraining, etc.). Based on the nature of the violation, the DAA may permanently revoke an Airport ID badge and deny access to

restricted areas. The individual may also be responsible for any TSA penalties or fees levied for the violation.

2. Construction project may be shut down and delayed at the expense of the contractor if security violations persist.
3. Security violations include the following:
 - a) Loaning an airport ID badge to another individual or using another individual's badge.
 - b) Failure to actively control a vehicle gate providing access to a secure area.
 - c) Leaving an escorted individual unattended in a secure area.
 - d) Failure to possess and properly display a valid Airport ID badge while in the secure area.
 - e) Propping open a door or gate that leads to a secure area and leaving it unattended.
 - f) Leaving a door or gate unlocked that leads to a secure area.
 - g) Allowing an unauthorized individual to follow you through a door leading to a restricted area, with the exception of individuals under approved escort.
 - h) Using the Airport ID badge to enter secure areas of the airport that are not related to the construction job.
 - i) Working with an expired badge.
 - j) Failure to use the access card when entering a security controlled gate or door.
 - k) Failure to challenge or report an un-badged individual or other security violations in Airport restricted areas.

IX. GLOSSARY

Advisory Circular (AC):

Documents produced by the FAA providing guidelines. The Advisory Circular is available at Internet address www.faa.gov/circdir.htm

Aircraft Movement Area (AMA):

The taxiways and runways controlled by the FAA ATCT.

Aircraft Operating Area (AOA):

The AMA expanded to include ramps/aprons and all areas inside the airport perimeter fence.

Air Traffic Control Tower (ATC, Control Tower, or Tower):

Controls all aircraft and vehicular movement on the aircraft movement area.

Apron:

The area near the buildings where aircraft load/unload and are serviced also referred to as the ramp.

Contractor:

The entity responsible for the completion of a contract or portion of a contract.

Duluth Airport Authority (DAA):

An Authority of the city of Duluth that is responsible for the Duluth International Airport as well as Sky Harbor Airport.

Duluth International Airport (Airport) (DLH):

Located approximately 5 miles west of the city of Duluth, consisting of approximately 3,000 acres, 2 runways.

Federal Aviation Administration (FAA):

Federal agency that governs aviation and activities at civilian airports.

Foreign Object Debris (FOD):

Unwanted, dangerous items on the ramps, taxiways, and runways that could damage an aircraft.

Object Free Area (OFA):

An area 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 navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ):

The OFZ is (45m) 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.

Primary Surface:

A surface longitudinally centered on a runway extending 200' beyond each end of the runway. The width varies from 250' for utility runways having only visual approaches to 1000' for precision instruments runways.

Restricted Area:

This area of the Airport refers to the acreage around the runways, protected by the secure exits from buildings, secure gates, and chain-link fences.

Safety Areas:

Runway: 9/27 and Runway 3/21 are 260 feet each side of the centerline, 1,000 feet off each end.

Taxiways: 80 feet each side of the centerline.

Security Identification Display Area (SIDA) / Secured Area:

SIDA / Secured Area means any area identified in the Airport Security Program as requiring each person to have completed a favorable FBI Fingerprint based CHRC and continuously display, on their outmost garment, an airport approved identification medium unless under an airport-approved escort.

The SIDA / Secured Area at the Duluth International Airport includes the entire area of the Main Terminal Ramp and its access points including the Airline's bag makeup areas.

Transportation Security Administration (TSA):

The Federal branch of Homeland Security responsible for oversight of airport security.

Transitional Surface:

A surface that extends outward and upward at right angles from the sides of the primary surface and the approach surface at a slope of 7 to 1.

Construction Gate Procedures

The gate that you are assigned is designed for your construction project only, it is not designated for the use of other employees. **Do not allow employees who are not working on your construction project to enter through your gate.** Law Enforcement, Fire and Ambulance Emergency vehicles are an exception; however they will usually be met and escorted by an Airport Authorized person, for direction and safety reasons.

Stop List: The Stop List provides you with the names of badge holders who lost, had revoked, or did not return their badge at the end of their employment. If you come in contact with someone who shows you a badge that is listed on the Stop List, **DO NOT** permit them to enter. Call Security or DAA Administration for clarification (218-391-5631 or 218-727-2968 extension 10). TSA Inspectors may check to see that you have a Stop List and ask you to explain your responsibilities. Become familiar with the Stop List and how to use it.

Entry Procedures:

- **Only valid SIDA / SECURE / AOA badge holders or workers can be allowed unescorted entry on to the Airport.** Insure each badge holder is displaying the badge on their outer most clothing, above the waist.
- **Each vehicle entering the Airport through your gate MUST be inspected each and every time they enter.** This inspection includes you visually inspecting the interior, exterior and cargo area to insure no prohibited items are being transported (Explosives, Improvised Explosive Devices or components, Firearms and ammunition, Incendiaries excluding matches and lighters, Hazardous materials not consistent with the individual's construction duties; or forged or altered, expired or false Airport media).
- **Contractors must provide the Duluth Airport Authority (DAA) a list of persons that will require escort.** If not on the Escort Access List, an individual must be verified through the contractor before escorted entry is allowed. The escort list is to be made available to TSA on request.
- **All persons requiring escort must be identified through a valid government issued photo ID** (driver's license, military ID, passport, etc). Entry Control Guards must physically handle the ID presented and compare it to the person presenting it.
- **The person under escort must be logged in and out daily** (see DAA Escorted Entry Control Form). These forms are to be turned into DAA Operations weekly.

- **Entry Control Guards must have a radio or cell phone** that allows them to contact Airport Security and/or 911 in an emergency exists or if an unauthorized entry is attempted.
- If at any time you have questions or concerns that are not an emergency, please contact the Director of Operations (218-590-8606) or Security Manager (218-391-7403) or Uniformed Security Officer (24/7 number is 391-5631).

X. APPENDIX

Exhibit #1

AIRPORT ASSISTANCE FORM

Date:_____ Project Number:_____

DAA Personnel Requesting Assistance _____
(Name)

(Signature)

Assistance For: _____
(Contractor/Company)

(Authorized Certifier)

Type Of Work Requested: _____

Area Where Assistance Is Needed: _____

Reason For Requesting Assistance: _____

Was This Activity Part of the Contract Work? () Yes () No

Equipment and Labor Used: _____

(Maintenance Department) _____

Start Time:_____ Completion Time:_____

Cost: _____

NOTES: _____

DISTRIBUTION: Airfield Operations, Maintenance, Finance, Engineering, and Contractor.

Exhibit #1 (Continued)

TYPE OF ASSISTANCE	COST/HOUR
EQUIPMENT	
Front End Loader	\$350
Oshkosh 18' Sweeper	\$450
Grader	\$500
Skidsteer	\$200
Labor (included in the above services)	\$125
PAVEMENT REPAIR	
Painting (pavement marking)	To be determined
Asphalting	" "
Concrete	" "
Shoulder Repair (class 5-gravel)	" "
Labor (included in the above services)	\$100
ELECTICAL ASSISTANCE	
Ditch Witch Trencher	\$250
Underground Locator	\$200
Install / Remove Temporary / Permanent Lights	\$250
Labor (included in the above services)	\$125
ESCORT	
Labor With Truck / Radio	\$100

*Billing in one-hour increments rounded to the next hour: one-hour minimum charge.

Exhibit #2

POLICY REGARDING REQUESTS FOR UNESCORTED ACCESS FOR AOA RESTRICTED AREAS

- A. Purpose: The purpose of this document is to set forth the rules and regulations at the Duluth International Airport, in compliance with FAA/TSA Security Requirements (FAR Part 1542), for tenants, contractors or other business entities seeking authorization for unescorted access privileges in the Air Operations Area (AOA) secure areas at Duluth International Airport for themselves or their employees. Such tenants, contractors and other entities shall be referred to hereafter as Company. The Duluth Airport Authority shall be referred to hereafter as DAA.
- B. Applicability: The provisions listed below are applicable to all Companies seeking unescorted access for themselves or their employee(s) inside secure areas at Duluth International Airport. No such request will be honored unless the Company has a lease, permit, service, construction or other such contract with DAA or is specifically authorized for entry by federal regulation.
- C. Designation of Certifier: For each project, contract, permit or lease, each company shall formally designate and authorize a person (known hereafter as the Certifier) to sign written requests and written certifications verifying background investigations for unescorted access privileges for themselves or their employees working inside the Airport's AOAs, as well as respond to the DAA's audits of such privileges. **The designation must be written on company letterhead, and include the name and title of the Certifier, as well as his/her business address, and shall contain a statement that a satisfactory five (5) year employment history background check has been accomplished for access to AOA secure areas.**
- D. Responsibilities: The Duluth Airport Authority (DAA) through its Executive Director and other airport staff is responsible for the overall security of the Airport. All Companies and their Certifiers are responsible for complying with the airport

security requirements contained in FAR Part 1542, this policy, and the Airport Security Program.

E. FAR Part 1540.103: “Fraud and Intentional Falsification of Records”: Federal regulations specify that no person may make, or cause to be made, any of the following:

1. Any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium, or any amendment thereto, under this part.
2. Any fraudulent or intentionally false entry in any record or report that is kept, made, or used to show compliance with this part, or exercise any privileges under this part.
3. Any reproduction or alteration, for fraudulent purpose, of any report, record, security program, access medium, or identification medium issued under this part.

F. FAR Part 1542.207 “Access Investigation”: Federal regulations require that the following minimum access investigation procedures be undertaken by a Company in order to request and obtain unescorted access privileges for itself and its employee(s) (“Applicants”) working at Duluth International Airport and to designate a “Certifier”:

1. The Company must require the Applicant/Certifier to complete a written application that includes:
 - a) The Applicant’s full name, including any aliases or nicknames;
 - b) Dates, names, phone numbers and addresses of previous employers with explanations for any gaps in employment of more than 12 months, during the previous **5 year period**.
 - c) Any convictions during the above time period of crimes listed in Section IX; and

- d) Notification that the Applicant/Certifier will be subject to employment history verification and possibly a criminal history records check.
- 2. The Company must confirm the identity of the Applicant/Certifier through the presentation of two forms of identification, one of which must bear the Applicant's/Certifier's photograph.
- 3. The company must verify the employment information of the Applicant/Certifier regarding the most recent 5 years of employment history by written documentation, by telephone interview, or in person with a representative of the prior employer(s). Written notes and/or documents concerning the name of the representative, date of verification, and the information verified must be created, maintained and presented to DAA upon request. In the event:
 - a) An Applicant/Certifier cannot satisfactorily account for and document a period of unemployment of 12 months or more; or
 - b) The Applicant/Certifier cannot support his/her statements made in the application or there are inconsistencies discovered; or
 - c) Information becomes available indicating a possible conviction for one of the disqualifying crimes listed in Section IX;

The Company will be required to request a FBI fingerprint based Criminal History Records Check (CHRC) on the individual. This request must be made through DAA for all Companies. The criminal check will be processed by the FBI through the use of fingerprint cards. There will be a \$75.00 processing fee (checks payable to the DAA) that must be submitted with the criminal history request. Cost of the fingerprinting is additional.

- G. Termination: Upon voluntary or involuntary termination of the unescorted access privileges of the Applicant, the Company is required to notify Airport Security within 8 hours by written notification and surrender the identification badge as soon as possible. If the Applicant is convicted of any of the crimes listed in Section IX after unescorted access is granted, the conviction must be reported by the Company immediately to Airport Security and the ID badge returned within 24 hours.
- H. Records: Company must keep verification records for each Applicant for 180 days after termination of unescorted access privileges. Company, through the Certifier, shall respond promptly and completely to periodic audits of persons whose access authority is to be continued.
- I. Disqualifying Criminal Offenses: An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty of by reason of insanity, any of the disqualifying crimes listed below in any jurisdiction during the last 5 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:
1. Forgery of certificates, false making of aircraft, and other aircraft registration violations;
 2. Interference with air navigation;
 3. Improper transportation of a hazardous material;
 4. Aircraft piracy (hijacking);
 5. Interference with flight crew members or flight attendants;
 6. Commission of certain crimes aboard aircraft in flight;
 7. Carrying a weapon or explosive aboard an aircraft;
 8. Conveying false information and threats;

9. Aircraft piracy outside the special aircraft jurisdiction of the United States;
10. Lighting violations involving transporting controlled substances;
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements.
12. Destruction of an aircraft or aircraft facility.
13. Murder.
14. Assault with intent to murder.
15. Espionage.
16. Sedition
17. Kidnapping or hostage taking.
18. Treason
19. Rape or aggravated sexual abuse.
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
21. Extortion
22. Armed or felony armed robbery.
23. Distribution of, or intent to distribute, a controlled substance.
24. Felony arson.
25. Felony involving a threat.
26. Felony involving – Willful destruction of property;
27. Importation or manufacture of a controlled substance;
28. Burglary;

- 29. Theft; Dishonesty, fraud, or misrepresentation;
- 30. Possession or distribution of stolen property;
- 31. Aggravated assault;
- 32. Bribery;
- 33. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
- 34. Violence at international airports.
- 35. Conspiracy or attempt to commit any of the aforementioned criminal acts.

J. The Cost of ID Badges / Access Cards: The cost of Airport ID Badges and Access Cards issued to individuals or organizations on an initial or replacement basis is \$65.00 each. This price reflects the cost of materials (photo supplies/card stock) and labor to include training, data entry, and the making and issuing the cards. Airport ID Cards and Access Cards will be paid for at the time of issuance. Exception to this policy will be major tenants that have an established account with the Airport Authority Bookkeeping Office. ID Cards and Access Cards will be issued through the Airport Security Office. Checks can be made out to the Duluth Airport Authority (DAA) with the type of badge or card annotated in the memo section of the check. A receipt will be issued.

In the event an ID Badge or Access Card is lost, the individual will be assessed \$50.00 per item in addition to replacement cost of \$50.00 per item.

(SAMPLE)

COMPANY LETTERHEAD

Today's Date

Brian Grefe, Airport Operations Director
Duluth Airport Authority
4701 Grinden Drive
Duluth, MN 55811

Subject: Letter of Designation

Dear Mr. Grefe:

I wish to designate _____ (name) _____, _____ (title) _____, as our "Authorized Certifier" in regards to requesting unescorted access privileges for our employees at the Duluth International Airport.

_____ (name) _____'s business address is: Company
address
city, state zip
telephone number

A background check per FAR Part 1542 requirements has been completed ensuring (name) has met the requirements. Please contact me if you require further information.

Sincerely,

President
Company

Company Name

Authorized Company Clearances: _____

Authorized Badge Color: _____

I, _____, _____
(Print Name) (Print Title)

have been authorized by the above company to request employee I.D. cards for security identification and access purposes at Duluth International Airport. I have reviewed the DAA Policy regarding my responsibilities and agree that in making such request, I am certifying that my company and I understand and have fully complied with the Federal Aviation Administration, The Transportation Security Administration, DAA Airport Security Program requirements, and the rules and regulations regarding background checks and verification. I also understand that I may be criminally or civilly prosecuted for providing false or fraudulent information.

Signature

City / County of _____, State or Commonwealth of

The foregoing document was acknowledged before me this _____ day of
_____201__

by _____
(Name of person seeking acknowledgement)

Notary Public

My commission expires: _____

CHECKLIST FOR AOA BADGE PAPERWORK.

- **PAGE 1. HAVE APPLICANT COMPLETE AND SIGN/DATE.**

- **PAGES 2 & 3. APPLICANT COMPLETES 5 YEAR WORK HISTORY. CERTIFIER AUTHENTICATES AND SIGNS OFF ON INFORMATION PROVIDED.**

- **PAGE 4. AUTHORIZED CERTIFIER ANNOTATES TIMES OF ACCESS, IF AIRFIELD DRIVING IS REQUIRED, AND SIGNS APPLICATION AUTHORIZING THE BADGE. IN ADDITION, APPLICATION MUST INDICATE SECURITY TRAINING IS CURRENT. APPLICANT MUST SIGN FOR BADGE WHEN IT IS RECEIVED.**

- **APPLICATION MUST ALSO CONTAIN:**
 - **COPY OF DRIVERS LICENSE & ONE OTHER FORM OF ID: SOCIAL SECURITY CARD, PERMIT TO CARRY A WEAPON, PILOTS LICENSE, COMPANY ID, ETC.**

 - **IF APPLICANT REQUIRES AN ACCESS CARD, THEY MUST HAVE COMPLETED AND SIGNED AN ACCESS CARD RECEIPT FORM.**

EXHIBIT #3

POLICY REGARDING REQUESTS FOR UNESCORTED ACCESS FOR THE SECURITY IDENTIFICATION DISPLAY AREA (SIDA)

- A. Purpose: The purpose of this document is to set forth the policies and procedures for the Duluth International Airport, in compliance with FAA/TSA Security Requirements (FAR Part 1542), for tenants, contractors or other business entities seeking authorization for unescorted access privileges in the Security Identification Display Area (SIDA) at Duluth International Airport for themselves and/or their employees. Such tenants, contractors and other entities shall be referred to hereafter as Company. The Duluth Airport Authority shall be referred to hereafter as DAA.
- B. Applicability: The provisions listed below are applicable to all Companies seeking unescorted access for themselves or their employee(s) in the SIDA at Duluth International Airport. No such request will be honored unless the Company has a lease, permit, service, construction or other such contract with DAA or is specifically authorized for entry by federal regulation.
- C. Designation of Certifier: For each project, contract, permit or lease, each company shall formally designate and authorize a person (known hereafter as the Certifier) to sign written requests and written certifications verifying background investigations for unescorted access privileges for themselves or their employees working inside the Airport's SIDA / Secured Area. As well as respond to the DAA's audits of such privileges. **The designation must be written on company letterhead, and**

include the name and title of the Certifier, as well as his/her business address, and shall contain a statement that a satisfactory FBI fingerprint based Criminal History Records Check (CHRC) has been accomplished and indicates no unfavorable information was disclosed so access may be granted to the SIDA/Secured Area.

- D. Responsibilities: The Duluth Airport Authority (DAA) through its Executive Director and other airport staff is responsible for the overall security of the Airport. All Companies and their Certifiers are responsible for complying with the airport security requirements contained in FAR Part 1542, this policy, and the Airport Security Program.
- E. FAR Part 1540.103: "Fraud and Intentional Falsification of Records": Federal regulations specify that no person may make, or cause to be made, any of the following:
1. Any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium, or any amendment thereto, under this part.
 2. Any fraudulent or intentionally false entry in any record or report that is kept, made, or used to show compliance with this part, or exercise any privileges under this part.
 3. Any reproduction or alteration, for fraudulent purpose, of any report, record, security program, access medium, or identification medium issued under this part.
- F. FAR Part 1542.207 "Access Investigation": Federal regulations require that the following minimum access investigation procedures be undertaken by a Company in order to request and obtain unescorted access privileges for itself and its employee(s) ("Applicants") working at Duluth International Airport and to designate a "Certifier":
1. The Company must require the Applicant/Certifier to complete a written application that includes:

- a) The Applicant's full name, including any aliases or nicknames;
- b) Any convictions during the above time period of crimes listed in Section IX;
and
- c) Notification that the Applicant/Certifier will be subject to a FBI Criminal History Records Check (CHRC).

2. The Company must confirm the identity of the Applicant/Certifier through the presentation of two forms of identification, one of which must bear the Applicant's/Certifier's photograph.

The Company will be required to request an fingerprint based Criminal History Records Check (CHRC) on the individual. This request must be made through DAA for all companies except air carriers. The CHRC will be processed by the FBI through the use of fingerprint cards. There will be a \$75.00 processing fee (checks payable to the DAA) that must be submitted with the criminal history request. Cost of the fingerprinting is additional.

- G. Termination: Upon voluntary or involuntary termination of the unescorted access privileges of the Applicant, the Company is required to notify Airport Security within 8 hours by written notification and surrender the identification badge as soon as possible. If the Applicant is convicted of any of the crimes listed in Section IX after unescorted access is granted, the conviction must be reported by the Company immediately to Airport Security and the ID badge returned within 24 hours.
- H. Records: Company must keep verification records for each Applicant for 180 days after termination of unescorted access privileges. Company, through the Certifier, shall respond promptly and completely to periodic audits of persons whose access authority is to be continued.
- I. Disqualifying Criminal Offenses: An individual has a disqualifying criminal offense if the individual has been **convicted**, or **found not guilty of by reason of insanity**, any of the disqualifying crimes listed below in any jurisdiction during the last ten (10) years before the date of the individual's application for unescorted access authority,

or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:

1. Forgery of certificates, false making of aircraft, and other aircraft registration violations;
2. Interference with air navigation;
3. Improper transportation of a hazardous material;
4. Aircraft piracy (hijacking);
5. Interference with flight crew members or flight attendants;
6. Commission of certain crimes aboard aircraft in flight;
7. Carrying a weapon or explosive aboard an aircraft;
8. Conveying false information and threats;
9. Aircraft piracy outside the special aircraft jurisdiction of the United States;
10. Lighting violations involving transporting controlled substances;
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements.
12. Destruction of an aircraft or aircraft facility.
13. Murder
14. Assault with intent to murder.
15. Espionage.
16. Sedition
17. Kidnapping or hostage taking.
18. Treason
19. Rape or aggravated sexual abuse.
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
21. Extortion
22. Armed or felony armed robbery.
23. Distribution of, or intent to distribute, a controlled substance.
24. Felony arson.
25. Felony involving a threat.
26. Felony involving –
 - Willful destruction of property;
 - Importation or manufacture of a controlled substance;
 - Burglary;
 - Theft;
 - Dishonesty, fraud, or misrepresentation;
 - Possession or distribution of stolen property;
 - Aggravated assault;
 - Bribery;

Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.

27. Violence at international airports.

28. Conspiracy or attempt to commit any of the aforementioned criminal acts.

J. The Cost of ID Badges / Access Cards: The cost of Airport ID Badges and Access Cards issued to individuals or organizations on an initial or replacement basis is \$50.00 each. This price reflects the cost of materials (photo supplies/card stock) and labor to include training, data entry, and the making and issuing of cards.

Airport ID Cards and Access Cards will be paid for at the time of issuance. Exception to this policy will be major airport tenants that have an established account with the Airport Authority bookkeeping office. ID Cards and Access Cards will be issued through the Airport Security Office. Checks can be made out to the Duluth Airport Authority (DAA) with the type of badge or card annotated in the memo section of the check. A receipt will be issued.

In the event an ID Badge or Access Card is lost, the individual will be assessed \$50.00 per item in addition to the replacement cost of \$50.00 per item.

(SAMPLE)

COMPANY LETTERHEAD

Today's Date

Brian Grefe, Operations Director
Duluth Airport Authority
4701 Grinden Drive
Duluth, MN 55811

Subject: Letter of Designation

Dear Mr. Grefe:

I wish to designate _____ (name) _____, _____ (title) _____, as our "Authorized Certifier" in regards to requesting unescorted access privileges for our employees at the Duluth International Airport.

_____ (name) _____'s business address is: Company
address
city, state zip
telephone number

A background check per FAR Part 1542 requirements has been completed ensuring (name) has met the requirements. Please contact me if you require further information.

Sincerely,

President
Company

Company Name

Authorized Company Clearances: _____

Authorized Badge Color: _____

I, _____, _____
(Print Name) (Print Title)

have been authorized by the above company to request employee I.D. cards for security identification and access purposes at Duluth International Airport. I have reviewed the DAA Policy regarding my responsibilities and agree that in making such request, I am certifying that my company and I understand and have fully complied with the Federal Aviation Administration, Transportation Security Administration, the DAA Airport Security Program requirements, and the rules and regulations regarding background checks and verification. I also understand that I may be criminally or civilly prosecuted for providing false or fraudulent information.

Signature

City / County of _____, State or Commonwealth of

The foregoing document was acknowledged before me this _____ day of
_____201____

by _____
(Name of person seeking acknowledgement)

Notary Public

My commission expires: _____

EXHIBIT #4

(SAMPLE)

CONSTRUCTION BADGE REQUEST LETTER

(COMPANY LETTERHEAD)

(To include name, address, and telephone number)

(Date)

Brian Grefe
Director of Operations
Duluth Airport Authority
4701 Grinden Dr.
Duluth, MN 55811

RE: Project Name: _____
Project No: _____

Dear Mr. Grefe:

The purpose of this letter is to advise you of *(company's name)* activities at Duluth International Airport and request authorization to apply for security identification badges. The badges will be needed until *(date project expires)*.

(Company name) is engaged in... (a brief description of your activities at Duluth International Airport to include locations on the Airport where proposed activities will occur, a point of contact, and the reason why your employees will require access to the restricted area of the Airport).

Attached is a list of all subcontractors authorized to work on this project.

To fulfill the requirements of the Duluth International Airport Security Program policies and procedures, the following individual(s) is (are) designated as certification official(s) (must be a company officer or their local management representative with the authority to bind the company) and their sample signature(s) appear on the attached, notarized document:

The individual(s) are familiar with the Airport's attached "Rules and Regulations Regarding Requests For Unescorted Access at Duluth International Airport". They will sign all applications for ID cards, act as a liaison for verification of employment history and or Criminal History Records Checks (CHRCs) for anyone whom they request access to the restricted areas of the Airport and will ensure *(company name)* employees who are issued Duluth International Airport ID badges comply with the Program. *(Company name)* will ensure a strict accounting of all ID badges is maintained, to include prompt reporting of any lost badges and return of ID badges upon termination or transfer of any employee. I understand that all Airport ID badges are, and remain, the property of the DAA and that failure on the part of my company or employees to abide by Airport rules and regulations may result in revocation of access privileges and confiscation of all outstanding ID badges.

As a condition of any such grant of access, I agree that any Transportation Security Administration fine levied against **the Airport** as a result of the actions or omissions of anyone for whom one of the certification official(s) has requested access to the restricted area **of Duluth** International Airport will be paid by *(company name)*.

I certify that I have authority to bind *(company name)* to this agreement.

Sincerely,

(Signature)
(Company officer or local manager)

CC: Project Engineer
Project File

EXHIBIT #5

4701 Grinden Drive, Duluth International Airport
Duluth, Minnesota 55811

DULUTH AIRPORT AUTHORITY
REPLACEMENT ID BADGE APPLICATION

(Please type or print legibly in ink)

Employee Information

Last Name	First Name	Mid Initial	
Social Security Number	Home Phone Number		
Home Address	City	State	Zip
Company Name		Work Phone Number	

Reason For Replacement

<input type="checkbox"/> Expired Tenant Badge	<input type="checkbox"/> Normal Wear	<input type="checkbox"/> Defaced
<input type="checkbox"/> Lost	<input type="checkbox"/> Name Change Only (Proof Required)	<input type="checkbox"/> Other _____

Authorized Company Certifier

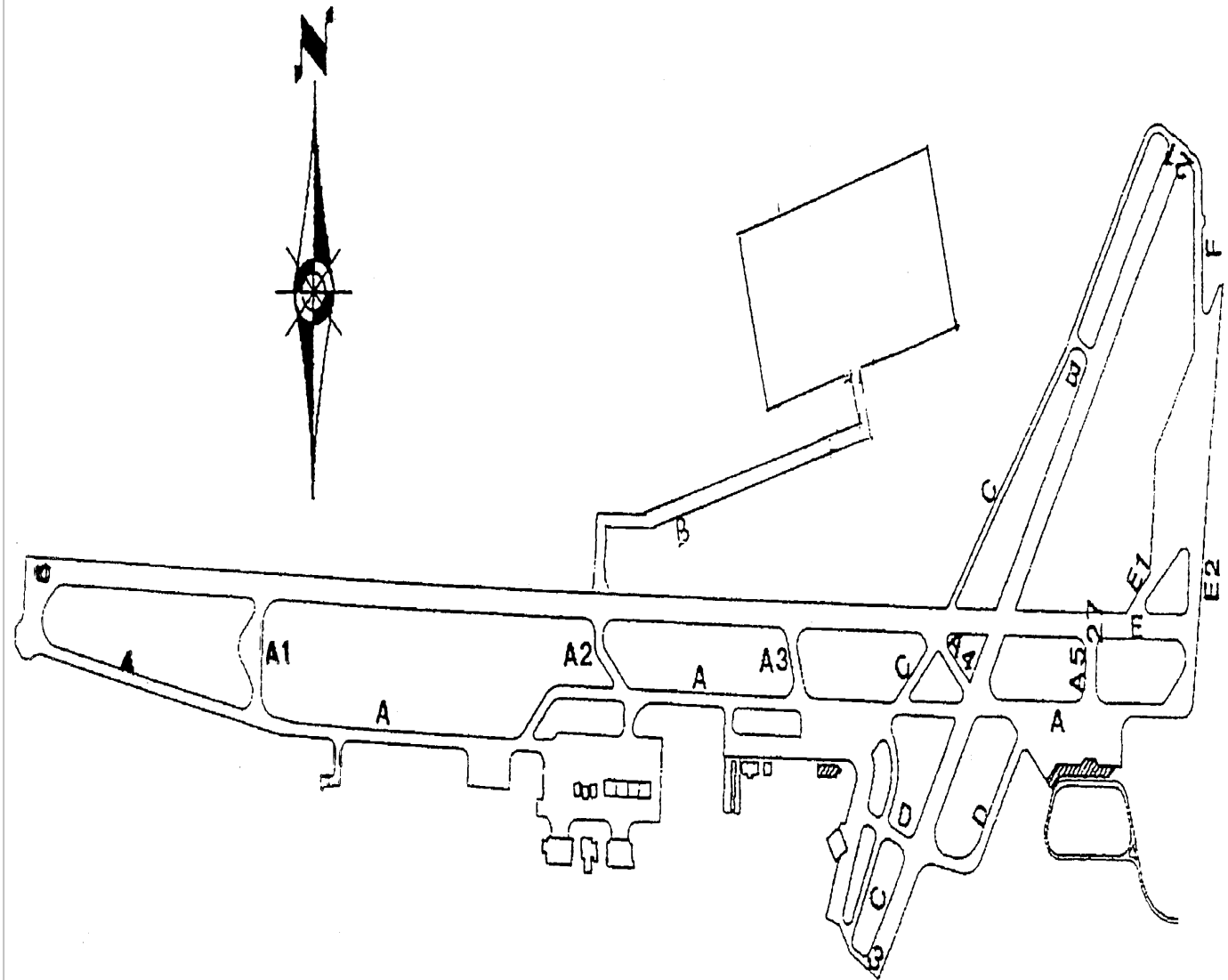
Last Name	First Name	Signature	Date
-----------	------------	-----------	------

Office Use Only

Badge Number	Lost Badge Number		
Comments			
Issued By	Date Issued	Entered By	Date Entered

Identification Badge Received By	Date
Signature	

EXHIBIT-6





U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: OPERATIONAL SAFETY ON AIRPORTS
DURING CONSTRUCTION

Date: 1/17/03

Initiated by: AAS-300

AC No: 150/5370-2E

Change:

1. THE PURPOSE OF THIS ADVISORY CIRCULAR (AC).

Aviation safety is the primary consideration at airports, especially during construction. This AC sets forth guidelines for operational safety on airports during construction. It contains major changes to the following areas: "Runway Safety Area," paragraph 3-2; "Taxiway Safety Areas/Object-Free Areas," paragraph 3-3; "Overview," paragraph 3-4; "Marking Guidelines for Temporary Threshold," paragraph 3-5; and "Hazard Marking and Lighting," paragraph 3-9.

2. WHAT THIS AC CANCELS.

This AC cancels AC 150/5370-2D, *Operational Safety on Airports During Construction*, dated May 31, 2002.

3. READING MATERIAL RELATED TO THIS AC.

Appendix 1 contains a list of reading materials on airport construction, design, and potential safety hazards during construction, as well as instructions for ordering these documents. Many of them, including this AC, are available on the Federal Aviation Administration (FAA) Web site.

4. WHO THIS AC AFFECTS.

This AC assists airport operators in complying with 14 Code of Federal Regulations (CFR), part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, and with the requirements of airport construction projects receiving funds under the Airport Improvement Program or from the Passenger Facility Charge Program. While the FAA does not require noncertificated airports without grant agreements to adhere to these guidelines, we recommend that they do so as it will help these airports maintain a desirable level of operational safety during construction.

5. ADDITIONAL BACKGROUND INFORMATION.

Appendix 2 contains definitions of terms used in this AC. Appendix 3 provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Appendix 4 is a sample Notice to Airmen form.

6. HAZARD LIGHTING IMPLEMENTATION TIME LINE.

Supplemental hazard lighting must be red in color by October 1, 2004. See paragraph 3-9 for more information.

DAVID L. BENNETT

Director, Office of Airport Safety and Standards

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CHAPTER 1. GENERAL SAFETY REQUIREMENTS AND RESPONSIBILITIES

1-1. OVERVIEW.

Hazardous practices and marginal conditions created by construction activities can decrease or jeopardize operational safety on airports. To minimize disruption of normal aircraft operations and to avoid situations that compromise the airport's operational safety, the airport operator must carefully plan, schedule, and coordinate construction activities. While the guidance in this AC is primarily used for construction operations, some of the methods and procedures described may also enhance day-to-day maintenance operations.

1-2. WHO IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION.

An airport operator has overall responsibility for construction activities on an airport. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on these responsibilities can be found throughout this AC.

a. Airport operator's responsibilities—

- (1) Develop internally or approve a construction safety plan developed by an outside consultant/contractor that complies with the safety guidelines in Chapter 2, "Safety Plans," and Appendix 3, "Airport Construction Safety Planning Guide," of this AC.
- (2) Require contractors to submit plans indicating how they intend to comply with the safety requirements of the project.
- (3) Convene a meeting with the construction contractor, consultant, airport employees, and, if appropriate, tenant sponsor to review and discuss project safety before beginning construction activity.
- (4) Ensure contact information is accurate for each representative/point of contact identified in the safety plan.
- (5) Hold weekly or, if necessary, daily safety meetings to coordinate activities.
- (6) Notify users, especially aircraft rescue and fire fighting (ARFF) personnel, of construction activity and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAMs) or other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- (7) Ensure that construction personnel know of any applicable airport procedures and of changes to those procedures that may affect their work.

(8) Ensure that construction contractors and subcontractors undergo training required by the safety plan.

(9) Develop and/or coordinate a construction vehicle plan with airport tenants, the airport traffic control tower (ATCT), and construction contractors. Include the vehicle plan in the safety plan. See Chapter 2, section 2, of this AC for additional information.

(10) Ensure tenants and contractors comply with standards and procedures for vehicle lighting, marking, access, operation, and communication.

(11) At certificated airports, ensure that each tenant's construction safety plan is consistent with 14 CFR part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

(12) Conduct frequent inspections to ensure construction contractors and tenants comply with the safety plan and that altered construction activities do not create potential safety hazards.

(13) Resolve safety deficiencies immediately.

(14) Ensure construction access complies with the security requirements of 49 CFR part 1542, Airport Security.

(15) Notify appropriate parties when conditions exist that invoke provisions of the safety plan (e.g., implementation of low-visibility operations).

b. Construction contractor's responsibilities—

- (1) Submit plans to the airport operator on how to comply with the safety requirements of the project.
- (2) Have available a copy of the project safety plan.
- (3) Comply with the safety plan associated with the construction project and ensure that construction personnel are familiar with safety procedures and regulations on the airport.
- (4) Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
- (5) Provide a safety officer/construction inspector familiar with airport safety to monitor construction activities.
- (6) Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate.

(7) Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations areas (AOAs) from the construction site unless authorized.

c. Tenant's responsibilities if planning construction activities on leased property—

(1) Develop a safety plan, and submit it to the airport operator for approval prior to issuance of a Notice to Proceed.

(2) Provide a point of contact who will coordinate an immediate response to correct any

construction-related activity that may adversely affect the operational safety of the airport.

(3) Ensure that no tenant or construction employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.

(4) Restrict movement of construction vehicles to construction areas by flagging and barricading or erecting temporary fencing.

CHAPTER 2. SAFETY PLANS

Section 1. Basic Safety Plan Considerations

2-1. OVERVIEW.

Airport operators should coordinate safety issues with the air carriers, FAA Airway Facilities, and other airport tenants before the design phase of the project. The airport operator should identify project safety concerns, requirements, and impacts before making arrangements with contractors and other personnel to perform work on an airport. These safety concerns will serve as the foundation for the construction safety plan and help maintain a high level of aviation safety during the project.

The airport operator should determine the level of complexity of the safety plan that is necessary for each construction project and its phases. The safety plan may be detailed in the specifications included in the invitation for bids, or the invitation for bid may specify that the contractor develop the safety plan and the airport operator approve it. In the latter case, the invitation for bid should contain sufficient information to allow the contractor to develop and determine the costs associated with the safety plan. In either case, safety plan costs should be incorporated into the total cost of the project. The airport operator has final approval authority and responsibility for all safety plans.

Coordination will vary from formal predesign conferences to informal contacts throughout the duration of the construction project.

Details of a specified safety plan, or requirements for a contractor-developed safety plan, should be discussed at the predesign and preconstruction conferences and should include the following, as appropriate:

- a. Actions necessary before starting construction, including defining and assigning responsibilities.
- b. Basic responsibilities and procedures for disseminating instructions about airport procedures to the contractor's personnel.
- c. Means of separating construction areas from aeronautical-use areas.
- d. Navigational aid (NAVAID) requirements and weather.
- e. Marking and lighting plan illustrations.
- f. Methods of coordinating significant changes in airport operations with all the appropriate parties.

2-2. SAFETY PLAN CHECKLIST.

To the extent applicable, the safety plan should address the following:

- a. Scope of work to be performed, including proposed duration of work.
- b. Runway and taxiway marking and lighting.
- c. Procedures for protecting all runway and taxiway safety areas, obstacle-free zones (OFZs), object-free areas (OFAs), and threshold citing criteria outlined in AC 150/5300-13, *Airport Design*, and as described in this AC. This includes limitations on equipment height and stockpiled material.
- d. Areas and operations affected by the construction activity, including possible safety problems.
- e. NAVAIDs that could be affected, especially critical area boundaries.
- f. Methods of separating vehicle and pedestrian construction traffic from the airport movement areas. This may include fencing off construction areas to keep equipment operators in restricted areas in which they are authorized to operate. Fencing, or some other form of restrictive barrier, is an operational necessity in some cases.
- g. Procedures and equipment, such as barricades (identify type), to delineate closed construction areas from the airport operational areas, as necessary.
- h. Limitations on construction.
- i. Required compliance of contractor personnel with all airport safety and security measures.
- j. Location of stockpiled construction materials, construction site parking, and access and haul roads.
- k. Radio communications.
- l. Vehicle identification.
- m. Trenches and excavations and cover requirements.

- n. Procedures for notifying ARFF personnel if water lines or fire hydrants must be deactivated or if emergency access routes must be rerouted or blocked.
- o. Emergency notification procedures for medical and police response.
- p. Use of temporary visual aids.
- q. Wildlife management.
- r. Foreign object debris (FOD) control provisions.
- s. Hazardous materials (HAZMAT) management.
- t. NOTAM issuance.
- u. Inspection requirements.
- v. Procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas.

w. Procedures for contacting responsible representatives/points of contact for all involved parties. This should include off-duty contact information so an immediate response may be coordinated to correct any construction-related activity that could adversely affect the operational safety of the airport. Particular care should be taken to ensure that appropriate Airways Facilities personnel are identified in the event that an unanticipated utility outage or cable cut occurs that impacts FAA NAVAIDS.

x. Vehicle operator training.

y. Penalty provisions for noncompliance with airport rules and regulations and the safety plan (e.g., if a vehicle is involved in a runway incursion).

z. Any special conditions that affect the operation of the airport and will require a portion of the safety plan to be activated (e.g., low-visibility operations, snow removal).

Section 2. Safety and Security Measures

2-3. OVERVIEW.

Airport operators are responsible for closely monitoring tenant and construction contractor activity during the construction project to ensure continual compliance with all safety and security requirements. Airports subject to 49 CFR part 1542, Airport Security, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel. In addition, airport operators should use safety program standards, as described in Chapter 3 of this AC, to develop specific safety measures to which tenants and construction contractors must adhere throughout the duration of construction activities.

General safety provisions are contained in AC 150/5370-10, *Standards for Specifying Construction of Airports*, paragraphs 40-05, "Maintenance of Traffic"; 70-08, "Barricades, Warning Signs, and Hazard Markings"; and 80-04, "Limitation of Operations." At any time during construction, aircraft operations, weather, security, or local airport rules may dictate more stringent safety measures. The airport operator should ensure that both general and specific safety requirements are coordinated with airport tenants and ATCT personnel. The airport operator should also include these parties in the coordination of all bid documents, construction plans, and specifications for on-airport construction projects.

2-4. VEHICLE OPERATION AND MARKING AND PEDESTRIAN CONTROL.

Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. This includes aircraft movement and nonmovement areas. The airport operator should develop and coordinate a construction vehicle plan with airport tenants, contractors, and the ATCT. The safety plan or invitation for bid should include specific vehicle and pedestrian requirements.

The vehicle plan should contain the following items:

- a. Airport operator's rules and regulations for vehicle marking, lighting, and operation.
- b. Requirements for marking and identifying vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*.
- c. Description of proper vehicle operations on movement and nonmovement areas under normal, lost communications, and emergency conditions.
- d. Penalties for noncompliance with driving rules and regulations.
- e. Training requirements for vehicle drivers to ensure compliance with the airport operator's vehicle rules and regulations.
- f. Provisions for radio communication training for construction contractor personnel engaged in construction activities around aircraft movement areas. Some drivers,

such as construction drivers under escort, may not require this training.

g. Escort procedures for construction vehicles requiring access to aircraft movement areas. A vehicle in the movement area must have a working aviation-band, two-way radio unless it is under escort. Vehicles can be in closed areas without a radio if the closed area is properly marked and lighted to prevent incursions and a NOTAM regarding the closure is issued.

h. Monitoring procedures to ensure that vehicle drivers are in compliance with the construction vehicle plan.

i. Procedures for, if appropriate, personnel to control access through gates and fencing or across aircraft movement areas.

2-5. CONSTRUCTION EMPLOYEE PARKING AREAS.

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the airport movement area. These areas should provide reasonable contractor employee access to the job site.

2-6. CONSTRUCTION VEHICLE EQUIPMENT PARKING.

Construction employees must park and service all construction vehicles in an area designated by the airport operator outside the runway safety areas and OFZs and never on a closed taxiway or runway. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (e.g., overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigational aids. The FAA must also study those areas to determine effects on 14 CFR part 77, *Objects Affecting Navigable Airspace*, surfaces (see paragraph 2-13 for further information).

2-7. RADIO COMMUNICATION TRAINING.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement

areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCTs. Training of contractors on proper communication procedures is essential for maintaining airport operational safety. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact with airport operations, ATCT, or the Common Traffic Advisory Frequency, which may include UNICOM, MULTICOM, or one of the FAA Flight Service Stations (FSS), as directed by airport management.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport. Vehicle drivers must confirm by personal observation that no aircraft is approaching their position when given clearance to cross a runway. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure (see the FAA safety placard “Ground Vehicle Guide to Airport Signs and Markings”). This safety placard may be ordered through the Runway Safety Program Web site at <http://www.faarsp.org> or obtained from the Regional Airports Division Office.

2-8. FENCING AND GATES.

Airport operators and contractors must take care to maintain a high level of safety and security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and people (especially minors). Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

Section 3. Notification of Construction Activities

2-9. GENERAL.

In order to maintain the desired levels of operational safety on airports during construction activities, the safety

plan should contain the notification actions described below.

2-10. ENSURING PROMPT NOTIFICATIONS.

The airport operator should establish and follow procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of an airport.

2-11. NOTICES TO AIRMEN (NOTAMS).

The airport operator must provide information on closed or hazardous conditions on airport movement areas to the FSS so it can issue a NOTAM. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMS about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMS) for Airport Operators*, and Appendix 4 in this AC for a sample NOTAM form. Only the FAA may issue or cancel NOTAMS on shutdown or irregular operation of FAA-owned facilities. Only the airport operator or an authorized representative may issue or cancel NOTAMS on airport conditions. (The airport owner/operator is the only entity that can close or open a runway.) The airport operator must file and maintain this list of authorized representatives with the FSS. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator.

2-12. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) NOTIFICATION.

The safety plan must provide procedures for notifying ARFF personnel, mutual aid providers, and other emergency services if construction requires shutting off or otherwise disrupting any water line or fire hydrant on the airport or adjoining areas and if contractors work with hazardous material on the airfield. Notification procedures must also be developed for notifying ARFF and all other emergency personnel when the work performed will close or affect any emergency routes. Likewise, the procedures must address appropriate notifications when services are restored.

2-13. NOTIFICATION TO THE FAA.

For certain airport projects, 14 CFR part 77 requires notification to the FAA. In addition to applications made for Federally funded construction, 14 CFR part 157, Notice of Construction, Alteration, Activation, and

Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Regional Airports Division Office or Airports District Office.

Also, any person proposing any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77 must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, etc.). FAA Form 7460-1, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the FAA Regional Airports Division Office or Airports District Office. (See AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*.)

If construction operations require a shutdown of an airport owned NAVAID from service for more than 24 hours or in excess of 4 hours daily on consecutive days, we recommend a 45-day minimum notice prior to facility shutdown. Coordinate work for a FAA owned NAVAID shutdown with the local FAA Airways Facilities Office. In addition, procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDS must be addressed.

2-14. WORK SCHEDULING AND ACCOMPLISHMENT.

Airport operators—or tenants having construction on their leased properties—should use predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction (see AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*). The airport operator, tenants, and construction contractors should integrate operational safety requirements into their planning and work schedules as early as practical. Operational safety should be a standing agenda item for discussion during progress meetings throughout the project. The contractor and airport operator should carry out onsite inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

CHAPTER 3. SAFETY STANDARDS AND GUIDELINES

Section 1. Runway and Taxiway Safety Areas, Obstacle-Free Zones, and Object-Free Areas

3-1. OVERVIEW.

Airport operators must use these safety guidelines when preparing plans and specifications for construction activities in areas that may interfere with aircraft operations. The safety plan should recognize and address these standards for each airport construction project. However, the safety plan must reflect the specific needs of a particular project, and for this reason, these safety guidelines should not be incorporated verbatim into project specifications. For additional guidance on meeting safety and security requirements, refer to the planning guide template included in Appendix 3 of this AC.

3-2. RUNWAY SAFETY AREA (RSA)/ OBSTACLE-FREE ZONE (OFZ).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13, *Airport Design*). Construction activities within the standard RSA are subject to the following conditions:

a. Runway edges.

(1) No construction may occur closer than 200 feet (60m) from the runway centerline unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA width available during construction, or 400 feet, whichever is less (see AC 150/5300-13, Tables 3-1 through 3-3).

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The airport operator must coordinate the construction activity in the RSA as permitted above with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

b. Runway ends.

(1) An RSA must be maintained of such dimensions that it extends beyond the end of the runway a distance equal to that which existed before construction activity, unless the runway is closed or restricted to aircraft operations for which the reduced RSA is adequate (see AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may help provide the necessary RSA.

In addition, all personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.¹ Consult with the appropriate FAA Regional Airports Division Office or Airports District Office to determine the appropriate approach surface required.

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The safety plan must provide procedures for ensuring adequate distance for blast protection, if required by operational considerations.

(4) The airport operator must coordinate construction activity in this portion of the RSA with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

c. Excavations.

(1) Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

(2) Open trenches or excavations are not permitted within 200 feet (60m) of the runway centerline and at least the existing RSA distance from the runway threshold while the runway is open. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Coverings for open trenches or excavations must be of sufficient strength to support the weight of the heaviest aircraft operating on the runway.

3-3. TAXIWAY SAFETY AREAS/OBJECT-FREE AREAS.

a. Unrestricted construction activity is permissible adjacent to taxiways when the taxiway is restricted to aircraft such that the available taxiway safety area is equal

¹If a full safety area cannot be obtained through declared distances and partial closures, or other methods such as alternate runway use, construction activity may operate in the RSA as long as conditions cited in paragraph 3-1b(2) thru (4) are met. In addition, various surfaces outlined in AC 150/5300-13 and Terminal Instrument Procedures (TERPS) must be protected through an aeronautical study.

to at least ½ of the widest wingspan of the aircraft expected to use the taxiway and the available taxiway object-free area is equal to at least .7 times the widest wingspan plus 10 feet. (See AC 150/5300-13 for guidance on taxiway safety and object-free areas.)

Construction activity may be accomplished closer to a taxiway, subject to the following restrictions:

- (1) The activity is first coordinated with the airport operator.
- (2) Appropriate NOTAMs are issued.
- (3) Marking and lighting meeting the provisions of paragraph 3-9 are implemented.
- (4) Adequate clearance is maintained between equipment and materials and any part of an aircraft. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its

main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for each passing aircraft. In these situations, flag persons will be used to direct construction equipment, and wing walkers may be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers.

b. Construction contractors must prominently mark open trenches and excavations at the construction site, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness

c. Excavations and open trenches may be permitted up to the edge of a structural taxiway and apron pavement provided the dropoff is marked and lighted per paragraph 3-9, "Hazard Marking and Lighting."

Section 2. Temporary Runway Thresholds

3-4. OVERVIEW.

Construction activity in a runway approach area may result in the need to partially close a runway or displace the existing runway threshold. In either case, locate the threshold in accordance with Appendix 2 of AC 150/5300-13, *Airport Design*. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate these objects with the FAA's Regional Airports Office or appropriate Airports District Office, as necessary. Refer to the current edition of AC 150/5300-13 for guidance on threshold siting requirements. The partial runway closure, the displacement of the runway threshold, as well as closures of the complete runway and other portions of the movement area also requires coordination with appropriate ATCT personnel and airport users.

Caution regarding partial runway closures: When filing a NOTAM for a partial runway closure, clearly state to FSS personnel that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold).

Example NOTAM: "North 1,000 feet of Runway 18/36 is closed; 7,000 feet remain available on Runway 18 and Runway 36 for arrivals and departures." There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition.

Caution regarding displaced thresholds:

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA),

such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, etc. within the RSA of any usable runway end, we do not recommend a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

3-5. MARKING GUIDELINES FOR TEMPORARY THRESHOLD.

Ensure that markings for temporary displaced thresholds are clearly visible to pilots approaching the airport to land. When construction personnel and equipment are located close to any threshold, a temporary visual NAVAID, such as runway end identifier lights (REIL), may be required (even on unlighted runways) to define the new beginning of the runway clearly. A visual vertical guidance device, such as a visual approach slope indicator (VASI), pulse light approach slope indicator (PLASI), or precision approach path indicator (PAPI), may be necessary to assure landing clearance over personnel, vehicles, equipment, and/or above-grade stockpiled materials. If such devices are installed, ensure an appropriate descriptive NOTAM is issued to inform pilots of these conditions. The current edition of AC 150/5340-1, *Standards for Airport Markings*, describes standard marking colors and layouts. In addition, we recommend that a temporary runway threshold be marked using the following guidelines:

a. Airport markings must be clearly visible to pilots; not misleading, confusing, or deceptive; secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents; and constructed of

materials that would minimize damage to an aircraft in the event of inadvertent contact.

(1) Pavement markings for temporary closed portions of the runway should consist of yellow chevrons to identify pavement areas that are unsuitable for takeoff/landing (see AC 150/5340-1). If unable to paint the markings on the pavement, construct them from any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents.

(2) It may be necessary to remove or cover runway markings, such as runway designation markings and aiming point markings, depending on the length of construction and type of activity at the airport.

(3) When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, use a white threshold bar of the dimensions specified in AC 150/5340-1.

(4) If temporary outboard elevated or flush threshold bars are used, locate them outside of the runway pavement surface, one on each side of the runway. They should be at least 10 feet (3m) in width and extend outboard from each side of the runway so they are clearly visible to landing and departing aircraft. These threshold bars are white. If the white threshold bars are not discernable on grass or snow, apply a black background with appropriate material over the ground to ensure the markings are clearly visible.

(5) A temporary threshold may also be marked with the use of retroreflective, elevated markers. One side of such markers is green to denote the approach end of the runway; the side that is seen by pilots on rollout is red. See AC 150/5345-39, *FAA Specification L-853, Runway and Taxiway Retroreflective Markers*.

(6) At 14 CFR part 139 certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR part 139.309). However, at noncertificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39.

b. The application rate of the paint to mark a short-term temporary runway threshold may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10, *Standards for Specifying Construction of Airports*), but the dimensions must meet the existing standards, unless coordinated with the appropriate offices.

c. When a runway is partially closed, the distance remaining signs for aircraft landing in the opposite direction should be covered or removed during the construction.

3-6. LIGHTING GUIDELINES FOR TEMPORARY THRESHOLD.

A temporary runway threshold must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions. We recommend that temporary threshold lights and related visual NAVAIDs be installed outboard of the edges of the full-strength pavement with bases at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above ground. When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage (see AC 150/5370-10). We recommend that the following be observed when using temporary runway threshold lighting:

a. Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-24, *Runway and Taxiway Edge Lighting System*. Battery-powered, solar, or portable lights that meet the criteria in AC 150/5345-50, *Specification for Portable Runway Lights*, may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operation but may be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

b. When the runway has been partially closed, disconnect edge and threshold lights with associated isolation transformers on that part of the runway at and behind the threshold (i.e., the portion of the runway that is closed). Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value.

c. Secure, identify, and place any temporary exposed wiring in conduit to prevent electrocution and fire ignition sources.

d. Reconfigure yellow lenses (caution zone), as necessary. If the runway has centerline lights, reconfigure the red lenses, as necessary, or place the centerline lights out of service.

e. Relocate the visual glide slope indicator (VGSI), such as VASI and PAPI; other airport lights, such as REIL; and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI,

coordinate its installation or disabling with the local Airway Facilities Systems Management Office.

f. Issue a NOTAM to inform pilots of temporary lighting conditions.

Section 3. Other Construction Marking and Lighting Activities

3-7. OVERVIEW.

Ensure that construction areas, including closed runways, are clearly and visibly separated from movement areas and that hazards, facilities, cables, and power lines are identified prominently for construction contractors. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking and lighting aids remain in place and operational. Routine inspections must be made of temporary construction lighting, especially battery-powered lighting since weather conditions can limit battery life.

3-8. CLOSED RUNWAY AND TAXIWAY MARKING AND LIGHTING.

Closed runway markings consist of a yellow “X” in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*. A very effective and preferable visual aid to depict temporary closure is the lighted “X” signal placed on or near the runway designation numbers. This device is much more discernible to approaching aircraft than the other materials described. If the lighted “X” is not available, construct the marking of any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents. In addition, the airport operator may install barricades, traffic cones, activate stop bars, or other acceptable visual devices at major entrances to the runways to prevent aircraft from entering a closed portion of runway. The placement of even a single reflective barricade with a “do not enter” sign on a taxiway centerline can prevent an aircraft from continuing onto a closed runway. If the taxiway must remain open for aircraft crossings, barricades or markings, as described above or in paragraph 3-9, should be placed on the runway.

a. Permanently closed runways.

For runways and taxiways that have been permanently closed, disconnect the lighting circuits. For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place “X’s” at each end and at 1,000-foot (300-m) intervals. For taxiways, place an “X” at the entrance of the closed taxiway.

b. Temporarily closed runway and taxiways.

For runways that have been temporarily closed, place an “X” at the each end of the runway. With taxiways, place an “X” at the entrance of the closed taxiway.

c. Temporarily closed airport.

When the airport is closed temporarily, mark the runways as closed and turn off the airport beacon.

d. Permanently closed airports

When the airport is closed permanently, mark the runways as permanently closed, disconnect the airport beacon, and place an “X” in the segmented circle or at a central location if no segmented circle exists.

3-9. HAZARD MARKING AND LIGHTING.

Provide prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Using appropriate hazard marking and lighting may prevent damage, injury, traffic delays, and/or facility closures. Hazard marking and lighting must restrict access and make specific hazards obvious to pilots, vehicle drivers, and other personnel. Barricades, traffic cones (weighted or sturdily attached to the surface), or flashers are acceptable methods used to identify and define the limits of construction and hazardous areas on airports.

Provide temporary hazard marking and lighting to prevent aircraft from taxiing onto a closed runway for takeoff and to identify open manholes, small areas under repair, stockpiled material, and waste areas. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person’s information with the airport.

a. Nonmovement areas.

Indicate construction locations on nonmovement areas in which no part of an aircraft may enter by using barricades that are marked with diagonal, alternating orange and white stripes. Barricades may be supplemented with alternating

orange and white flags at least 20 by 20 inches (50 by 50 cm) square and made and installed so they are always in an extended position, properly oriented, and securely fastened to eliminate jet engine ingestion. Such barricades may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels. During reduced visibility or night hours, supplement the barricades with red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004). The intensity of the lights and spacing for barricade flags and lights must adequately and without ambiguity delineate the hazardous area.

b. Movement areas.

Use orange traffic cones; red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004); collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. All barricades, temporary markers, and other objects placed and left in safety areas associated with any open runway, taxiway, or taxilane must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above the ground. Do not use nonfrangible hazard markings, such as concrete barriers and/or metal-drum-type barricades, in aircraft movement areas. Do not use railroad ties on runways.

Use highly reflective barriers with flashing or steady-burning red lights to barricade taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, we strongly recommend that, even for closures of relatively short duration, major taxiway/runway intersections be identified with barricades spaced no greater than 20 feet (6m) apart. Mark the barricades with a flashing or steady-burning red light. At a minimum, use a single barricade placed on the taxiway centerline.

3-10. CONSTRUCTION NEAR NAVIGATIONAL AIDS (NAVAIDS).

Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDS require special consideration since they may interfere with signals essential to air navigation. Evaluate the effect of construction activity and the required distance and direction from the NAVAID for each construction project. Pay particular attention to stockpiling material, as well as

to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction may require NAVAID shutdown or adjustment of instrument approach minimums for IFR. This condition requires that a NOTAM be filed. Construction activities and materials/equipment storage near a NAVAID may also obstruct access to the equipment and instruments for maintenance. Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, consult with the nearest FAA Airway Facilities Office.

3-11. CONSTRUCTION SITE ACCESS AND HAUL ROADS.

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Construction contractors must submit specific proposed routes associated with construction activities to the airport operator for evaluation and approval as part of the safety plan before beginning construction activities. These proposed routes must also provide specifications to prevent inadvertent entry to movement areas. Pay special attention to ensure that ARFF right of way on access and haul roads is not impeded at any time and that construction traffic on haul roads does not interfere with NAVAIDS or approach surfaces of operational runways.

3-12. CONSTRUCTION MATERIAL STOCKPILING.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ of an operational runway. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. This includes determining and verifying that materials are stored at an approved location to prevent foreign object damage and attraction of wildlife.

3-13. OTHER LIMITATIONS ON CONSTRUCTION.

Contractors may not use open-flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use. Under no circumstances should flare pots be used within the AOA at any time. The use of electrical blasting caps must not be permitted on or within 1,000 feet (300m) of the airport property (see AC 150/5370-10, *Standards for Specifying Construction of Airports*).

3-14. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must

not leave or place FOD on or near active aircraft movement areas. Materials tracked onto these areas must be continuously removed during the construction project. We also recommend that airport operators and construction contractors carefully control and continuously remove waste or loose materials that might attract wildlife.

Section 4. Safety Hazards and Impacts

3-15. OVERVIEW.

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. Airport operators and contractors should consider the following when performing inspections of construction activity:

- a. Excavation adjacent to runways, taxiways, and aprons.
- b. Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxilane; in the related object-free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.
- c. Runway resurfacing projects resulting in lips exceeding 3 inches (7.6cm) from pavement edges and ends.
- d. Heavy equipment (stationary or mobile) operating or idle near AOAs, in runway approaches and departures areas, or in OFZs.
- e. Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigational and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.
- f. Tall and especially relatively low-visibility units (i.e., equipment with slim profiles)—cranes, drills, and similar objects—located in critical areas, such as OFZs and approach zones.
- g. Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxilane or in a related safety, approach, or departure area.
- h. Obstacles, loose pavement, trash, and other debris on or near AOAs. Construction debris (gravel,

sand, mud, paving materials, etc.) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.

i. Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOAs create aviation hazards.

j. Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOAs create aviation hazards.

k. Wildlife attractants—such as trash (food scraps not collected from construction personnel activity), grass seeds, or ponded water—on or near airports.

l. Obliterated or faded markings on active operational areas.

m. Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.

n. Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction-related airport conditions.

o. Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway/taxiway lighting; loss of navigational, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.

p. Restrictions on ARFF access from fire stations to the runway-taxiway system or airport buildings.

q. Lack of radio communications with construction vehicles in airport movement areas.

r. Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport

that could be distracting, confusing, or alarming to pilots during aircraft operations.

s. Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.

t. Spillage from vehicles (gasoline, diesel fuel, oil, etc.) on active pavement areas, such as runways, taxiways, ramps, and airport roadways.

u. Failure to maintain drainage system integrity during construction (e.g., no temporary drainage provided when working on a drainage system).

v. Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.

w. Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.

x. Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.

y. Site burning, which can cause possible obscuration.

z. Construction work taking place outside of designated work areas and out of phase.

APPENDIX 1. RELATED READING MATERIAL

1. Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/arp/>. In addition, these ACs are available by contacting the U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341 Q 75th Avenue, Landover, MD 20785.

a. AC 150/5200-28, *Notices to Airmen (NOTAM) for Airport Operators*. Provides guidance for the use of the NOTAM System in airport reporting.

b. AC 150/5200-30, *Airport Winter Safety and Operations*. Provides guidance to airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.

c. AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*. Provides guidance on locating certain land uses having the potential to attract hazardous wildlife to public-use airports.

d. AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*. Provides guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.

e. AC 150/5220-4, *Water Supply Systems for Aircraft Fire and Rescue Protection*. Provides guidance for the selection of a water source and standards for the design of a distribution system to support aircraft rescue and fire fighting service operations on airports.

f. AC 150/5340-1, *Standards for Airport Markings*. Contains FAA standards for markings used on airport runways, taxiways, and aprons.

g. AC 150/5340-14B, *Economy Approach Lighting Aids*. Describes standards for the design, selection, siting, and maintenance of economy approach lighting aids.

h. AC 150/5340-18, *Standards for Airport Sign Systems*. Contains FAA standards for the siting and installation of signs on airport runways and taxiways.

i. AC 150/5345-28, *Precision Approach Path Indicator (PAPI) Systems*. Contains the FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.

j. AC 150/5380-5, *Debris Hazards at Civil Airports*. Discusses problems at airports, gives information on foreign objects, and explains how to eliminate such objects from operational areas.

k. AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*. Provides information to persons proposing to erect or alter an object that may affect navigable airspace and explains the need to notify the FAA before construction begins and the FAA's response to those notices, as required by 14 CFR part 77.

2. Obtain copies of the following publications from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. Send a check or money order made payable to the Superintendent of Documents in the amount stated with your request. The Government Printing Office does not accept C.O.D. orders. In addition, the FAA makes these ACs available at no charge on the Web site at <http://www.faa.gov/arp/>.

a. AC 150/5300-13, *Airport Design*. Contains FAA standards and recommendations for airport design, establishes approach visibility minimums as an airport design parameter, and contains the object-free area and the obstacle free-zone criteria. (\$26. Supt. Docs.) SN050-007-01208-0.

b. AC 150/5370-10, *Standards for Specifying Construction of Airports*. Provides standards for construction of airports. Items covered include earthwork, drainage, paving, turfing, lighting, and incidental construction. (\$18. Supt. Docs.) SN050-007-0821-0.

APPENDIX 2. DEFINITIONS OF TERMS USED IN THE AC

1. AIR OPERATIONS AREA (AOA). Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or aprons.

2. CONSTRUCTION. The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.

3. CERTIFICATED AIRPORT. An airport that has been issued an Airport Operating Certificate by the FAA under the authority of 14 CFR part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, or its subsequent revisions.

4. FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION. The form submitted to the FAA Regional Air Traffic or Airports Division Office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77, Objects Affecting Navigable Airspace (see AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*, found at <http://www.faa.gov/arp/>).

5. FAA FORM 7480-1, NOTICE OF LANDING AREA PROPOSAL. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport (found at <http://www.faa.gov/arp/>).

6. MOVEMENT AREA. The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas (reference 14 CFR part 139).

7. OBSTRUCTION. Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.

8. OBJECT-FREE AREA (OFA). An area on the ground centered on the runway, taxiway, or taxilane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes (see AC 150/5300-13, *Airport Design*, for additional guidance on OFA standards and wingtip clearance criteria).

9. OBSTACLE-FREE ZONE (OFZ). The airspace below 150 feet (45m) 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 (refer to AC 150/5300-13 for guidance on OFZs).

10. RUNWAY SAFETY AREA (RSA). A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.

11. TAXIWAY SAFETY AREA. A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.

12. THRESHOLD. The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.

13. DISPLACED THRESHOLD. The portion of pavement behind a displaced threshold that may be available for takeoffs in either direction or landing from the opposite direction.

14. VISUAL GLIDE SLOPE INDICATOR (VGSI). This device provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicators (PAPIs), visual approach slope indicators (VASIs), and pulse light approach slope indicators (PLASIs).

APPENDIX 3. AIRPORT CONSTRUCTION SAFETY PLANNING GUIDE

Aviation Safety Requirements During Construction

PURPOSE. *This appendix provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Adapt this appendix, as applicable, to specific conditions found on the airport for which the plan is being developed. Consider including a copy of this safety plan in the construction drawings for easy access by contractor personnel. Plans should contain the following:*

1. GENERAL SAFETY REQUIREMENTS.

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The contractor and airport operator must perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Airport runways and taxiways should remain in use by aircraft to the maximum extent possible.
- Aircraft use of areas near the contractor's work should be controlled to minimize disturbance to the contractor's operation.
- Contractor, subcontractor, and supplier employees or any unauthorized persons must be restricted from entering an airport area that would be hazardous.
- Construction that is within the safety area of an active runway, taxiway, or apron that is performed under normal operational conditions must be performed when the runway, taxiway, or apron is closed or use-restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, or other designated airport representative may order the contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

2. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE.

Before beginning any construction activity, the contractor must, through the airport operator, give notice [using the

Notice to Airmen (NOTAM) System] of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must—

- a. Be aware of and understand the safety problems and hazards described in AC 150/5370-2, *Operational Safety on Airports During Construction*.
- b. Conduct activities so as not to violate any safety standards contained in AC 150/5370-2 or any of the references therein.
- c. Inspect all construction and storage areas as often as necessary to be aware of conditions.
- d. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

3. APPROACH CLEARANCE TO RUNWAYS.

Runway thresholds must provide an unobstructed approach surface over equipment and materials. (Refer to Appendix 2 in AC 150/5300-13, *Airport Design*, for guidance in this area.)

4. RUNWAY AND TAXIWAY SAFETY AREA (RSA AND TSA).

Limit construction to outside of the approved RSA, as shown on the approved airport layout plan—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA that is equal to the RSA available during construction (see AC 150/5370-2 for exceptions). Construction activity within the TSA is permissible when the taxiway is open to aircraft traffic if adequate wingtip clearance exists between the aircraft and equipment/material; evacuations, trenches, or other conditions are conspicuously marked and lighted; and local NOTAMs are in effect for the activity (see AC 150/5300-13 for wingtip clearance requirements). The NOTAM should state that, “personnel and equipment are working adjacent to Taxiway_____.”

a. Procedures for protecting runway edges.

- Limit construction to no closer than 200 feet (60m) from the runway centerline—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA

- that is equal to the RSA available during construction.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, Paragraph 306, "Obstacle Free Zone (OFZ)," from penetrating the OFZ.
- Coordinate construction activity with the Airport Traffic Control Tower (ATCT) and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.

Complete the following chart to determine the area that must be protected along the runway edges:

Runway	Aircraft Approach Category*	Airplane Design Group*	RSA Width in Feet Divided by 2*
	A, B, C, or D	I, II, III, or IV	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*See AC 150/5300-13, *Airport Design*, to complete the chart for a specific runway.

b. Procedures for protecting runway ends.

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity—unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA length available during construction in accordance with AC 150/5300-13. This may involve the use of declared distances and partial runway closures (see AC 150/5370-2 for exceptions).
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, from penetrating the obstacle-free zone.
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the ATCT and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.
- Provide a drawing showing the profile of the appropriate surfaces of each runway end where construction will take place. Where operations by turbojet aircraft are anticipated, review takeoff procedures and jet blast characteristics of aircraft and incorporate safety measures for construction workers in the contract documents.

Complete the following chart to determine the area that must be protected before the runway threshold:

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Unobstructed Approach Slope
_____	_____	_____	_____: FEET	____: 1 to (threshold)
_____	_____	_____	_____: FEET	____: 1 to (threshold)
_____	_____	_____	_____: FEET	____: 1 to (threshold)
_____	_____	_____	_____: FEET	____: 1 to (threshold)

*See AC 150/5300-13, *Airport Design*, to complete the chart for a specific runway.

5. MARKING AND LIGHTING FOR TEMPORARY THRESHOLDS.

Marking and lighting for a temporary threshold is ____/is not ____ required. The airport owner or contractor, as specified in the contract, will furnish and maintain markings for temporary thresholds. Precision approach path indicators (PAPIs) or runway end identification lights (REIL) are ____/are not ____ required. The airport owner or contractor, as specified in the contract, will furnish and install all temporary lighting. Include appropriate items per AC 150/5370-2, Chapter 3, "Safety Standards and Guidelines." *If marking and lighting for the temporary threshold is not required, delete this section of the safety plan. If visual aids and/or markings are necessary, provide details. (Include applicable 14 CFR part 77 surfaces in the contract documents.)*

6. CLOSED RUNWAY MARKINGS AND LIGHTING.

The following must be specified for closed runways. Closed runway marking are ____/are not ____ required. Closed runway markings will be as shown on the plans ____/as furnished by the airport owner ____/other ____ (specify). Barricades, flagging, and flashers are ____/are not ____ required at Taxiway ____ and Runway ____ and will be supplied by the airport ____/other ____ (specify).

7. HAZARDOUS AREA MARKING AND LIGHTING.

Hazardous areas on the movement area will be marked with barricades, traffic cones, flags, or flashers (specify). These markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, identify hazardous areas with red flashing or steady-burning lights (specify). The hazardous area marking and lighting will be supplied by

the airport operator/contractor, as specified in the contract, and will be depicted on the plans.

8. TEMPORARY LIGHTING AND MARKING.

Airport markings, lighting, and/or signs will be altered in the following manner (specify) during the period from ____ to _____. The alterations are depicted on the plans.

9. VEHICLE OPERATION MARKING AND CONTROL.

Include the following provisions in the construction contract, and address them in the safety plans:

a. When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light, the color of which is in accordance with local or state codes.

b. It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be at minimum 8-inch (20-cm) block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media, as specified in the approved security plan. *(This section should be revised to conform to the airport operator's requirements.)*

c. Employee parking shall be _____ (specify location), as designated by the airport manager _____/project engineer _____/other _____ (specify).

d. Access to the job site shall be via _____ (specify route), as shown on the plans _____/designated by the engineer _____/designated by the superintendent _____/designated by the airport manager _____/other _____ (specify).

e. At 14 CFR part 139 certificated and towered airports, all vehicle operators having access to the movement area must be familiar with airport procedures for the operation of ground vehicles and the consequences of noncompliance.

f. If the airport is certificated and/or has a security plan, the airport operator should check for guidance on the additional identification and control of construction equipment.

10. NAVIGATIONAL AIDS.

The contractor must not conduct any construction activity within navigational aid restricted areas without prior approval from the local FAA Airway Facilities sector representative. Navigational aids include instrument landing system components and very high-frequency omnidirectional range, airport surveillance radar. Such restricted areas are depicted on construction plans.

11. LIMITATIONS ON CONSTRUCTION.

Additional limitations on construction include—

a. Prohibiting open-flame welding or torch cutting operations unless adequate fire safety precautions are provided and these operations have been authorized by the airport operator (*as tailored to conform to local requirements and restrictions*).

b. Prominently marking open trenches, excavations, and stockpiled materials at the construction and lighting these obstacles during hours of restricted visibility and darkness.

c. Marking and lighting closed, deceptive, and hazardous areas on airports, as appropriate.

d. Constraining stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

12. RADIO COMMUNICATIONS.

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the control tower or be escorted by a person in radio contact with the tower. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and the area is properly marked to prevent incursions. Two-way radio communications are _____/are not _____ required between contractors and the Airport Traffic Control Tower _____/FAA Flight Service Station _____/Airport Aeronautical Advisory Stations (UNICOM/CTAF) _____. Radio contact is _____/is not _____ required between the hours of _____ and _____. Continuous monitoring is required _____/or is required only when equipment movement is necessary in certain areas _____. (*This section may be tailored to suit the specific vehicle and safety requirements of the airport sponsor.*)

13. DEBRIS.

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

APPENDIX 4. SAMPLE NOTAM

_____ AIRPORT

FAA NOTAM # _____

DATE: _____

AIRPORT I.D. # _____

TIME: _____

NOTAM TEXT:**NOTIFICATION:**

#### TOWER	_____	_____	_____	_____
	PHONE #	INITIALS	TIME	CALLED IN BY

#### FSS	_____	_____	_____	_____
	PHONE #	INITIALS	TIME	CALLED IN BY

AIRLINES

_____	_____
_____	_____
_____	_____

CANCELLED:**NOTIFICATION:**

#### TOWER	_____	_____	_____	_____
	PHONE #	INITIALS	TIME	CALLED IN BY

#### FSS	_____	_____	_____	_____
	PHONE #	INITIALS	TIME	CALLED IN BY

AIRLINES

_____	_____
_____	_____
_____	_____



U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Subject: QUALITY CONTROL OF
CONSTRUCTION FOR AIRPORT GRANT
PROJECTS

Date: 9/29/07
Initiated by: AAS-100

AC No.: 150/5370-12A
Change:

1. PURPOSE. This advisory circular (AC) provides information to ensure the quality of construction accomplished under the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP).

2. BACKGROUND. The FAA has the responsibility of determining whether all construction work accomplished under the AIP is in accordance with the contract documents. A report issued by the Office of the Inspector General indicated that, in some instances, work performed was not accomplished in compliance with plans and specifications. In addition, quantities of materials used were not properly measured and documented and testing or quality assurance procedures were inadequate.

3. CANCELLATION. This AC cancels AC 150/5370-12, *Quality Control of Construction for Airport Grant Projects*, dated September 6, 1985.

4. APPLICATION. The FAA recommends the guidelines and standards in this AC for airport construction projects. This AC does not constitute a regulation and in general is not mandatory. However, use of these guidelines is mandatory for construction projects funded under the Airport Improvement Program (AIP). Mandatory terms such as "must" apply only to those who undertake construction projects using AIP funds. For such projects, the sponsor, the sponsor's engineer, and the FAA project manager must assume the responsibilities outlined in the following paragraphs to ensure the materials and workmanship incorporated into a project are in conformity with the requirements of the approved or certified plans and specifications.

5. SPONSOR'S RESPONSIBILITIES. The sponsor is responsible for all project engineering, including the preparation of plans and specifications, construction supervision, and inspection and testing for acceptability and quality. If the sponsor does not have the staff or the expertise to perform these services, then the sponsor should retain a consulting engineering firm. The consultant represents the sponsor and has overall responsibility for reporting on the acceptability and quality of the work. The relations of the consultant with the sponsor must be clearly defined by a written agreement before the start of work.

a. Engineering Services. AC 150/5100-14, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, identifies items that should be included in a contract for engineering services. In some cases, the sponsor may retain an independent firm to perform testing for project control. It is, therefore, extremely important that the contract clearly delineate the division of responsibility and authority between the sponsor, the consultant, and the testing firm. For example, the agreement should define the party responsible for designating the location and number of tests, for interpreting test results, and for follow-up procedures for failing test results.

b. Predesign and Preconstruction Conferences. Predesign and preconstruction conferences conducted by the sponsor should be held to discuss various items, including testing and quality control. AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*, provides guidance for conducting such conferences.

c. Supervision and Inspection. The sponsor must provide adequate and qualified engineering supervision and construction inspection during all stages of the work. The FAA may request the sponsor to furnish

a written assurance that it has reviewed the qualifications of personnel who will be performing these functions and that they are qualified to do so.

6. ENGINEER's RESPONSIBILITIES. The basic services normally required for airport development projects are the preliminary phase, design phase, bidding phase, and construction phase. The design and construction phases are directly related to quality of construction. AC 150/5100-14 contains a listing of activities normally performed during these phases.

a. Design Phase. The design phase includes all activities required to accomplish a complete project design, including development of plans and specifications. The standards contained in AC 150/5370-10, *Standards for Specifying Construction of Airports*, current edition, relate to materials and methods used in the construction of airports and must be used for projects funded under the FAA's AIP. Although these specifications reflect acceptable standards, practices, and techniques in airport construction, they are general in scope. For contract purposes, the various permissible options with regard to local materials, methods, and testing must be defined in the contract documents. In particular, the minimum testing frequency for job control must be specified in the project specifications.

b. Construction Phase. The construction phase includes all activities required after the award of a construction contract. The basic services of an engineering agreement normally include periodic inspection of the work in progress but not the services of a full-time resident engineer or inspector. Full-time inspection may be provided by the sponsor or by the consulting engineer under a supplemental agreement. In some instances, the sponsor may negotiate a separate agreement for services to be provided during this phase.

(1) **Resident Engineer or Inspector.** The resident engineer or inspector must have field experience in the type of work to be performed; be fully qualified to make interpretations, decisions, field computations, etc.; and have knowledge of testing requirements and procedures. The resident engineer or inspector must have the authority to reject both unsatisfactory workmanship and materials. Primary duties are as follows:

(i) Checks activities to ensure compliance with the plans and specifications. Informs the contractor of any work that is in noncompliance.

(ii) Ensures that all testing required by the specification is performed. All commercially produced products, such as pipe and reinforcing steel, that are used on the project should be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.

(iii) Visits the testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the specifications.

(iv) Ensures that tests are performed at the frequency stated in the specifications. Determine when and where tests will be taken and witness tests. If not indicated in the specifications, a sufficient number of tests should be taken to verify that the construction is acceptable.

(v) Reviews test reports and certifications for conformance with the specifications. Each test report for material in-place should, at a minimum, contain the following:

(a) Test performed and date.

(b) Applicable standard or project specification.

(c) Test location.

(d) Test result.

(e) Action taken on failing tests.

(f) Lot size and location and adjusted contract price when statistical acceptance procedures are specified or when provisions allow for reduced payment.

(vi) Maintains a file of test reports and certifications.

(vii) Informs the contractor of deficiencies so corrections can be made and retesting performed prior to covering any substandard work with additional material.

(viii) Documents quantities of materials used on the project by actual measurements and computations in a field notebook or computer printouts retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer printouts, supported by the original set of weigh tickets, is the basis for payment.

(ix) Maintains a set of working drawings on the job site that can be used to prepare “as-built” drawings.

(x) Reviews payment requests from the contractor.

(xi) Maintains a diary that should contain daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:

(a) Date and weather conditions.

(b) Names of important visitors.

(c) Construction work in progress and location.

(d) Size of contractor’s work force and equipment in use.

(e) Number of hours worked per day for contractor and subcontractors.

(f) The substance of important conversations with the contractor about conduct, progress, changes, test results, interpretations of specifications, or other details.

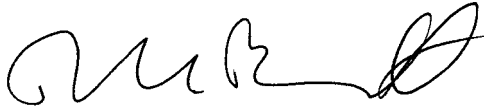
(xii) Submits copies of FAA Form 5370-1, *Construction Progress and Inspection Report*, or equivalent form to the appropriate FAA Airports Division/District/Field Office upon request.

7. FAA PROJECT MANAGER’S RESPONSIBILITIES. The FAA project manager has the responsibility to monitor the project to ensure the terms and conditions of the grant agreement are met, to maintain a broad overview of the construction to be reasonably certain the work is accomplished in accordance with the plans and specifications, and to evaluate the adequacy of the sponsor’s construction inspection. FAA project oversight does not relieve the sponsor’s responsibility of ensuring adequate supervision and inspection during all stages of the work and ensuring the work is in conformance with the plans and specifications.

8. COMMENTS OR SUGGESTIONS. Comments or suggestions for improving this AC should be sent to—

Manager, Airport Engineering Division
Federal Aviation Administration
ATTN: AAS-100
800 Independence Avenue, SW
Washington, DC 20591

9. COPIES OF THIS AC. The Office of Airport Safety and Standards is in the process of making ACs available to the public through the Internet. These ACs can be found on the Federal Aviation Administration (FAA) website at http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/.

A handwritten signature in black ink, appearing to read 'DLB', with a stylized flourish at the end.

David L. Bennett
Director of Airport Safety and Standards

SPECIAL CONDITIONS

SECTION 1

PROJECT INFORMATION

1. CONTRACT PROVISIONS. The General Provisions and these Special Conditions are applicable to all divisions and sections of the Contract Documents and Specifications. It shall be the Contractor's responsibility to so inform all parties who should be bound or influenced thereby.

In the event there are discrepancies between the technical specifications, general provisions, general conditions and the special conditions, the interpretation most advantageous to the Owner shall apply.

2. DESCRIPTION OF WORK. The proposed Work includes the following: See Construction Plans.

3. LOCATION OF THE WORK. The site of the proposed Work is at the Duluth International Airport, Duluth, MN.

4. DEFINITIONS. The following terms when used in the Contract Documents shall mean the following:

A. ADDENDA. Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

B. BID. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work and services to be performed.

C. DAY. Unless otherwise defined shall mean "calendar" day.

D. DRAWINGS. The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

E. ENGINEER. The term "Engineer" in the Contract Documents means Reynolds, Smith and Hills, Inc., 4525 Airport Approach Road, Duluth Minnesota, 55811.

F. FIELD ORDER. A written order issued by the Engineer which orders minor changes in the work consistent with the intent of the Contract Documents but which does not involve a change in the Contract Price or the Contract Time.

The Engineer may authorize minor changes in the work not involving an adjustment in the contract price or the contract time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and shall be binding on the Owner, and also on the Contractor who shall perform the change promptly. If the Contractor believes that a field order justifies an increase in the contract price or contract time, the Contractor shall make a claim under Section 50, Subsection 50-16, Claims for Adjustment and Disputes of the General Provisions before doing the Work.

G. FURNISH or INSTALL or PROVIDE or SUPPLY. Unless specifically limited in the context, the word "Furnish" or the word "Install" or the word "Provide" or the word "Supply" or any combination or similar directive or usage thereof, shall mean FURNISHING AND INCORPORATION IN THE WORK including all necessary labor, materials, equipment, and anything necessary to perform the work indicated.

H. GOOD REPAIR. Good repair shall be construed to mean any defect, functional or structural deterioration (except that from ordinary and reasonable use) which appreciably reduces the effectiveness or

efficiency of the work or improvement for the purpose intended, or any serious departure from the standards of original construction described in the Contract Documents, shall be remedied by the Contractor. Such remedy will be made without further cost to the Owner, including in part, all damages caused by such defect, deficiency, deterioration or departure, and by its repair, replacement or correction.

I. MAY. Permissive.

J. REFERENCE TO TRADE OR SUBCONTRACTORS. When only one principal contract exists for all work covered by the Contract Documents, reference to trade or subcontractors in the Contract Documents shall not create any contractual relationship between the Owner and any trade or subcontractor, with whom the principal contractor may subcontract.

K. SAMPLES. Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship or finishes, and to establish standards by which the work will be judged.

L. "SHALL" IMPLIED. In the interest of conciseness, some sentences, statements, and clauses used in the specifications exclude any form of the verb "shall" normally expressed in a verb phrase with verbs such as "furnish", "install", "provide", "perform", "construct", "erect", "comply", "apply", "submit", or similar "verb", but any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase "The Contractor shall" and the requirements described therein shall be interpreted as mandatory elements of the Contract.

M. SHALL. Mandatory.

N. SUBCONTRACTOR. Party supplying labor and material or any labor for work at the site of the project for, and under separate contract or agreement with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any subcontractor.

O. SUBSTANTIAL COMPLETION. When the work is sufficiently complete so it may be safely, conveniently and beneficially utilized by the Owner for all of the purposes for which it was intended.

P. WILL. Mandatory.

Q. SEDIMENT. Soil and other debris that have eroded and have been transported by runoff water or wind.

R. SOLID WASTES. Rubbish, debris, and other discarded solid materials, except hazardous waste as defined in paragraph entitled, "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.

S. RUBBISH. Combustible and noncombustible wastes including paper, boxes, glass, crockery, metal, lumber, cans, and bones.

T. DEBRIS. Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.

U. CHEMICAL WASTES. Salts, acids, alkalies, herbicides, pesticides, and organic chemicals.

V. SEWAGE. Waste characterized as domestic sanitary sewage.

W. GARBAGE. Refuse and scraps resulting from consumption of food.

X. HAZARDOUS WASTES. Hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations.

Y. OILY WASTES. Petroleum products and bituminous materials.

Z. HAZARDOUS MATERIALS. As defined in DOT Regulation 49 CFR 171 and listed in CFR 172.

AA. HAZARDOUS SUBSTANCES. As defined in EPA PL 96-510.

5. APPLICABLE DRAWINGS. The drawings applicable to this project are listed in the Index of Drawings as included herein.

6. PROPOSAL REQUIREMENTS. In addition to those herein before described items to be submitted with the Bidder's Proposal, the bidder shall submit, with his proposal, a list of all subcontractors the bidder proposes to use on the work of this Contract.

After the Owner accepts the bidder's proposal and such bidder is awarded a Contract, the successful bidder may not substitute a subcontractor listed in the proposal without the prior written approval of the Owner. Such approval shall be obtained at least ten calendar days prior to the date scheduled for that subcontractor to begin work.

7. ACCESS TO THE WORK. Access to the work shall be via the access routes designated on the Contract Layout Plan. The Contractor shall identify access routes with suitable signs, barricades and similar equipment. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner.

No separate payment will be made for complying with the requirements of this paragraph "ACCESS TO THE WORK." No other access to the work site will be permitted without written approval by the Owner and Engineer. Contractor's vehicles and equipment, including vehicles and equipment of the subcontractors and others coming under the Contractor's control, will not be permitted to traverse other airfield areas or pavements without written approval of the Owner and Engineer. Contractor's vehicles, equipment and materials may be stored in the area designated on the Plans. Upon completion of the work, the storage area shall be cleaned up and returned to its original condition to the satisfaction of the Owner. No separate payment will be made for cleanup and restoration of the storage area. Personal services, such as canteen trucks, will not be permitted beyond this area and drivers of vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.

8. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams or other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

D. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, all shop drawings, product data and samples required by the Contract Documents.

E. By approving and submitting shop drawings, product data and samples, the Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

F. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of shop drawings, product data or samples unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval of the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof.

G. The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples to revisions other than those requested by the Engineer on previous submittals.

H. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittals have been approved by the Engineer as provided in the General Provisions, Section 50. All such portions of the work shall be in accordance with approved submittals.

I. The Contractor shall not reproduce the Engineer's project drawings for shop drawing use without prior written approval of the Engineer.

J. The Contractor shall submit six copies, or at Engineer's option, one reproducible copy and one print of all shop drawings required for the work of the various trades unless greater quantities are specifically requested for certain equipment. Of these, three copies, or the reproducible copy, will be annotated as appropriate and returned to the Contractor with appropriate action indicated. By agreement with the Engineer, the Contractor may submit more than the required number of copies. Receipt of less than the required number of copies will be cause for withholding the shop drawings, product data or samples from being checked until receipt of the necessary additional copies. Shop drawings shall be forwarded to Reynolds, Smith and Hills, Inc. 4525 Airport Approach Road, Duluth, MN 55811. The Contractor's letter of submittal must conform to the typical Contractor's "Transmittal Letter" which is available from the Engineer. The quantity of transmittal letters to be submitted shall be equal to the number of sets of drawings, product data or samples being submitted plus one. Each drawing or part of the drawings, product data or samples shall be listed separately on the letter and identified as indicated thereon. Failure to do this will cause rejection of the submittal. The Engineer will return to the Contractor the same transmittal letter, with the shop drawings, product data or samples disposition noted thereon along with the shop drawings, product data or samples when the review is completed. The Contractor shall forward separate transmittal letters for submitting each group of shop drawings, product data or samples common to a specification section.

K. In checking shop drawings, product data or samples prior to submittal, the Contractor is requested to note corrections or comments on the shop drawings, product data or samples in green pen.

L. Drawings returned to the Contractor will be stamped "Approved," "Approved as Noted," "Returned for Corrections," or "Not Approved." Drawings stamped "Approved as Noted" need not be returned for further approval if the notations are acceptable to the Contractor and subcontractors. Drawings stamped "Returned for Corrections" or "Not Approved" shall require new submission. Comments and corrections by the Engineer will be made in red pen on blue or black line prints.

M. Samples shall be submitted to the **Project Engineer of record**, accompanied with the same transmittal letter prescribed for shop drawings. Checking by Contractor of product data and samples before transmittal is required the same as for shop drawings.

9. PROJECT DOCUMENTATION.

A. Project Drawings: The successful Contractor will be furnished, at no charge, one (1) copy and one (1) disc of the Drawings and Specifications. Additional copies may be purchased at actual cost of reproduction.

A field set of Plans and Specifications shall remain on the job site at all times and shall be available at all times to the Engineer.

The Contractor shall immediately include plainly and conspicuously on the field set of drawings, and at appropriate paragraphs in the specifications, all changes or corrections made by addenda, field orders and change orders as they are issued.

Approved copies of all shop drawings, product data, samples and other submittals are to be kept on the job site at all times and shall be available at all times to the Engineer.

Changes and deviations from the existing conditions shall be submitted in writing for approval prior to installation. In no case shall any unspecified equipment or materials be installed without prior approval of the Engineer.

B. Record Documents:

(1) Definition: Record documents are defined to include those documents or copies relating directly to performance of the work, which the Contractor is required to prepare or maintain for the Owner's records, recording the work as actually performed. In particular, record documents show changes in the work in relation to the way in which shown and specified by original Contract Documents; and show additional information of value to the Owner's records, but not indicated by original Contract Documents. Record documents include newly prepared drawings (if any are specified), marked-up copies of contract drawings, shop drawings, specifications, addenda, field orders, change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all.

(2) Record Drawings: The Contractor shall maintain a set of record drawings at the job site. The record drawings shall be kept legible and current and shall be available for inspection at all times by the Engineer. The Contractor shall show all changes or work added on these record drawings in a contrasting color.

(a) Mark-Up Procedure: During progress of the work, maintain a blue-line or black-line set of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location. Mark-up important additional information that was either shown schematically or omitted from original drawings. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, field orders or change order numbers and similar identification. Require each person preparing mark-ups to initial and date mark-ups and indicate name of firm. Label each sheet "PROJECT RECORD" in 1-1/2-inch high letters.

In showing changes in the work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.

(b) Preparation of Transparencies: In preparation for Certification of Substantial Completion on last major portion of the work, review completed mark-up of record drawings and shop

drawings with Engineer. The Engineer will then proceed with preparation of a full set of corrected transparencies for contract drawings. The Engineer will date each updated drawing and label each sheet "RECORD DRAWING" in 1-1/2-inch high letters. Printing as required herein is the responsibility of the Engineer.

(c) **Copies, Distribution:** Upon completion of transparency record drawings, the Engineer shall prepare three blue-line or black-line prints of each drawing, regardless of whether changes and additional information were recorded thereon. The Engineer shall then organize each of three copies into manageable sets, bind with durable paper cover sheets, and print suitable titles and dates. The mark-up set of prints maintained during the construction period shall be bound in the same manner. The Engineer shall also organize transparencies into sets matching print sets, place set in a durable tube-type drawing container (with end caps) and mark end cap of each with suitable identification. The Engineer will retain one copy set. At the completion of the project, the Engineer shall submit one set of transparencies, with changes noted thereon, to the Owner.

(3) Record drawings shall contain the names, addresses and phone numbers of the Contractor and all subcontractors.

(4) The Engineer shall be the sole judge of the acceptability of the record drawings. Receipt and acceptance of the record drawings is a prerequisite for Final Payment.

C. Record Specifications:

(1) During the progress of the work, the Contractor shall maintain one copy of the specifications, including addenda, field orders, change orders and similar modifications issued in printed form during construction, marked-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued at the jobsite. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, the Contractor shall submit all data to the Engineer for the Owner's records. Label front cover "PROJECT RECORD" in 1-1/2-inch high letters.

(2) Where the record specifications is printed on one side of page only, mark variation on blank left-hand pages of the record specifications, facing printed right-hand pages containing original text affected by variation.

D. Record Product Data: During progress of the work, maintain one copy of each product data submittal, and mark-up significant variations in the actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned at a later date by direct observation. Note related field orders and change orders and mark-up of record drawings and specifications. Upon completion of mark-ups, submit complete set of product data submittal to the Engineer for the Owner's records. Label each data submittal "PROJECT RECORD" in 1-1/2-inch high letters.

E. Record Sample Submittal: Immediately prior to date(s) of substantial completion, the Engineer and Owner's authorized representatives will meet with the Contractor at the work site and will determine if any of the submitted samples maintained by the Contractor during progress of the work are to be transmitted to the Owner for record purposes. The Contractor shall comply with the Engineer's instructions for packaging, identification marking and delivery to the Owner's sample storage space. Dispose of other samples in a legal manner specified for disposal as surplus and waste materials, unless otherwise indicated by Engineer.

F. Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous recordkeeping and submittals in connection with actual performance of the work.

Immediately prior to date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records. Categories of requirements resulting in miscellaneous work records are recognized to include, but not be limited to, the following:

- (1) Required field records on excavations, foundations underground construction, wells and similar Work.
- (2) Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks and manholes.
- (3) Surveys establishing lines and levels of buildings, where applicable.
- (4) Soil treatment certification.
- (5) Inspection and Test Reports: Where not processed as shop drawings or product data.
- (6) Concrete mix design record.
- (7) Asphaltic concrete mix design record.
- (8) Concrete block certification, where applicable.

G. Project Closeout: Closeout is hereby defined to include general requirements near end of contract time, in preparation for final acceptance, final payment, normal termination of Contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units or work are specified in other sections. Time of closeout is directly related to substantial completion, and therefore may be a single-time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. The time variation, if any, shall be applicable to other provisions of this section.

H. Prerequisites to Substantial Completion:

(1) Prior to requesting the Engineer's inspection for Certification of Substantial Completion, for either entire work or portions thereof, complete the following and list no exceptions in request.

(a) In progress payment request coincident with, or first following date claimed, show 100 percent completion for the portion of work claimed as "Substantially Completed," or list incomplete items, value of incompleteness and reasons for being incomplete.

(b) Include supporting documentation for completion as indicated in the Contract Documents.

(c) Submit statement showing accounting of changes to the Contract sum.

(d) Advise the Owner of pending insurance change-over requirements.

(e) Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including, where required, occupancy permits, operating certificates and similar releases.

(f) Deliver tools, spare parts, extra stocks of materials and similar physical items to the Owner.

(g) Make final change-over of locks and transmit keys, where applicable, to the Owner, and advise the Owner's authorized representatives of change-over in security provisions.

(h) Complete start-up testing of systems, and instructions to the Owner's operating-maintenance personnel. Discontinue, or change over, and remove from project site any temporary facilities and services, along with construction tools and facilities, mock-ups and similar elements.

(2) Inspection Procedures: Upon receipt of the Contractor's request, the Engineer will proceed with the inspection or advise the Contractor of prerequisites not fulfilled. Following initial inspection, the Engineer will prepare the Certificate of Substantial Completion or advise the Contractor of work which must be performed prior to issuance of the certificate and repeat the inspection when requested and assured that work has been substantially completed. Results of completed inspection(s) will form initial "punch list" for Final Acceptance.

I. Prerequisites to Final Acceptance:

(1) Prior to requesting the Engineers' final inspection for Certification of Final Acceptance as required by the General Provisions, the Contractor shall complete the following and list known exceptions in the request:

(a) Submit certified copy of the Engineer's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Engineer.

(b) Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work.

(c) Complete final cleaning up requirements, including touch-up of marred surfaces.

(d) Touch-up and otherwise repair and restore marred exposed finishes.

(2) Reinspection Procedures: Following Substantial Completion, the Contractor shall correct or remedy all punch list items to the satisfaction of the Engineer and Owner within a two (2)-week period after the date of Substantial Completion. If subsequent inspections are necessary after the two-week period in order to eliminate all deficiencies, the cost of all subsequent inspections with respect to the Owner's and Engineer's time and expenses shall be paid by the Contractor. When ready, the Contractor shall request in writing, a final reinspection of the work. Upon completion of reinspection, the Engineer will prepare Certificate of Final Acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for Final Acceptance. If necessary, the above procedures will be repeated.

J. Prerequisites to Final Payment:

(1) Final Payment: Final Payment will be made after Final Acceptance of the project by the Engineer and Owner upon request by the Contractor on condition that the Contractor:

(a) Furnish properly executed and completed release of claims from all material men and subcontractors who have furnished materials or labor for the work and submit supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

(b) Furnish the Contractor's Affidavit of Release of Claims (2 copies) that all material, men, and subcontractors have been paid in full. In the event they have not been paid in full, the Owner may retain a sufficient sum to pay them in full and at its option, may make direct payment to obtain complete releases of claim.

(c) Furnish Contractor's Final Release of Claim (2 copies).

(d) Furnish required sets of record drawings and maintenance and operating instructions of new mechanical equipment.

(e) Furnish guarantees signed by subcontractors, material suppliers and countersigned by the Contractor for operating equipment.

(f) Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications and similar documents.

(g) Furnish a signed guarantee, in form acceptable to the Engineer and Owner agreeing to repair or replace, as decided by the Engineer, all work and materials that prove defective within one (1) year from the date of Final Acceptance, including restoration of all other Work damaged in making such repairs or replacements.

(h) Furnish consent of Surety to Final Payment.

(i) Submit final progress payment application, reflecting all final changes to contract quantities and sums.

(j) Submit evidence of final, continuing insurance coverage complying with insurance requirements.

(k) Certify that all social security, employment and all other taxes (city, state, federal government) have been paid.

(l) Provide receipt, as applicable, of affidavits certifying all labor standards of local, state or federal requirements have been complied with by the Contractor.

(m) Submit actual DBE participation percentages along with the names, addresses and phone numbers of all DBE subcontractors, material suppliers utilized in the work.

K. Record Document Submittals: Specific requirements for record documents are shown in Section 9, PROJECT DOCUMENTATION. Other requirements are indicated in the General Provisions. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Engineer's reference during normal working hours.

(1) Record Drawings: The Engineer shall organize record drawing sheets into manageable sets, bind with durable paper cover sheets and print suitable titles, dates and other identification on cover of each set.

(2) Record Specifications: Upon completion of mark-ups, submit to the Engineer for the Owner's records.

(3) Record Product Data: Upon completion of mark-ups, submit complete set to the Engineer for the Owner's records.

(4) Record Sample Submittal: Comply with the Engineer's instructions for packaging, identification marking and delivery to the Owner's sample storage space.

(5) Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records.

(6) Maintenance Manuals: Complete, place in order, properly identify and submit to the Engineer for the Owner's records.

L. Closeout Procedures: General Operating and Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with the Owner's authorized representatives, at the work site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuel, identification system, control sequences; hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments and similar operations. Review maintenance and operations in relation with application warranties, agreements to maintain bonds, and similar continuing commitments.

10. FINAL CLEANING.

A. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition.

B. Removal of Protection: Remove temporary protection devices and facilities that were installed during course of the work to protect previous completed work during remainder of the construction period.

C. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on the Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these as directed by the Owner.

11. CONTRACT DOCUMENTS REVISION/MODIFICATIONS.

Where portions of text have been lined through (~~example~~) this text has been deleted and does not apply to this project. Where portions of text have been added with shading (~~example~~), this text has been added and is binding to this project. This process is utilized throughout the specifications and contract documents (excluding the plans).

END OF SPECIAL CONDITIONS - SECTION 1

SPECIAL CONDITIONS

SECTION 2

INSURANCE REQUIREMENTS

(Refer to City of Duluth Insurance Requirements)

END OF SPECIAL CONDITIONS - SECTION 2

SPECIAL CONDITIONS

SECTION 3

MISCELLANEOUS

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, for any reason, any such provision is not inserted in the Contract, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. CORRELATION OF DOCUMENTS.

A. The drawings and specifications are cooperative and supplementary. Portions of the work which can be best be illustrated by the drawings may not be included in the specifications and portions best described by the specifications may not be depicted on the drawings. All items necessary or incidental to completely construct or erect the work shall be furnished, whether called for in the specifications or shown on the drawings. Anything mentioned in the specifications and not shown on the drawings, or anything shown or mentioned on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. In case of disagreement between the drawings and specifications, or within either document itself, the better quality or greater quantity of work shall be estimated and included in the bid and contract price and the matter drawn to the Engineer's attention for decision.

3. NOTICE AND SERVICE THEREOF. Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the Contractor at the address given in the Contractor's proposal, or at the last business address known to him who gives the notice, or delivered in person to the Contractor or his authorized representative on the site. It is mutually agreed that such notice shall be sufficient and adequate.

4. SUBCONTRACTING.

A. The Contractor may utilize the services of specialty or minority subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty or minority subcontractors.

B. The Owner reserves the right to approve subcontractors for any work. The Contractor, if requested by the Owner, shall submit to the Owner the proposed award and such information as the Owner may require concerning any subcontractor.

C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, or under their control, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in the Contract Documents shall create any contractual relationships between any subcontractor and the Owner.

5. PROTECTION OF PERSONS.

A. The Contractor shall:

- (1)** At all times protect the lives and health of his employees under the Contract;
- (2)** Take all necessary precautions for the safety of all persons on or in the vicinity of the project site.
- (3)** Comply with all applicable provisions of Federal, State and Municipal safety laws and building codes.
- (4)** Comply with all pertinent provisions of the Manual of Accident Prevention in Construction issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created in part by features of construction such as protruding nails, rod hoists, well holes, falling materials, etc., and he shall designate a responsible member of his organization on the work site whose duty shall be the prevention of accidents;
- (5)** Provide for all safeguards for the protection of those having Right-of-Entry during field review and observation of the work.

B. The Contractor shall comply with all provisions of the "Williams-Steiger Occupational Safety and Health Act of 1970" including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Where a State in which work is performed has passed legislation bearing on Occupational Safety and Health, such legislation and amendments thereto, together with rules and regulations issued pursuant thereto, shall be complied with by the Contractor.

6. AUTHORITY OF ENGINEER.

A. The Engineer, through its duly authorized representatives, shall furnish engineering services during construction of the work to the extent provided in the Contract Documents. He shall observe and review the work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Engineer has authority to recommend suspension of the work to the Owner when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review or recommend suspension of the work, or exercise such other authority as may be granted by the Contract Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Engineer responsible for providing a safe place for the performance of work by the Contractor or by the Contractor's employees, or those of suppliers or subcontractors, or for access, visits, use, work, travel, or occupancy by any other person. The Engineer shall also have the authority to reject any work, materials, or equipment which do not conform to the Contract Documents and to decide technical questions which arise in the execution of the work.

B. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work, materials, equipment and supplies which are to be paid for under the Contract and shall decide questions which may arise in relation to said work and its compliance with the Contract Documents. The Engineer's estimates and decisions shall be final and conclusive, except as otherwise expressly provided in case any question shall arise between the parties to the Contract relative to the Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to

receive any money or payment for work under the Contract affected in any manner or to any extent by such question.

C. The Engineer shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute.

7. "GOOD REPAIR" PERIOD.

A. The Contractor hereby agrees to keep all work constructed under the Contract in good repair for a minimum period of one (1) year, unless a longer period is otherwise specified in the Contract Documents, from the date of acceptance of all of the work by the Owner. No provision of the Contract documents shall be valid which limits the "Good Repair" period to less than one (1) year from the date of acceptance of all of the work by the Owner. The work may be phased. If the work is phased, each phase of Work completed shall be inspected and approved for use by the Owner but shall not be accepted until all work for all phases is complete and a final inspection for all work has been performed.

B. It is intended that this provision shall apply whether or not bond is required, as a personal obligation of the Contractor.

C. The obligations of the Contractor as herein provided shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

8. VARIATION FROM ESTIMATED QUANTITIES. The Contractor may reasonably expect a variation in estimated quantities such that the total payment for the completed work may range from 75 to 125 percent of the total amount of the Contract based on the estimated quantities defined in the proposal. The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages because of a difference between the estimate of any item defined in the proposal and the amount of the item actually required or for the elimination of any part of the work. Funds for construction of the work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the work as may be required to bring the cost of the work within the limits of available funds.

9. WATER FOR CONSTRUCTION. Water used for construction of this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements with the Owner of the source of water for securing and/or transporting such water. No separate payment will be made for water used but the cost thereof shall be included in the various items of the proposal and bid schedule.

10. LIGHTS AND POWER. The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

11. COORDINATION WITH OTHERS. In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. The Contractor shall notify the Engineer of said coordination attempts and the results.

12. TESTING, INSPECTION, AND CONTROL. The Owner shall pay for all passing tests, the Contractor shall pay for all failing tests. Charges for failing tests will be deducted from the Contractor's earnings at the end of each month when the Contractor submits his periodic pay requests. The Contractor will pay for all tests, other than acceptance testing, and the costs of those tests shall be incidental to those items that require testing. The contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer. The Contractor shall be responsible for notifying the testing laboratory to pick up the test samples. Also, the Engineer reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and ensure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project. Any additional testing

that the Contractor deems necessary to ensure himself that the materials he is installing meet the required specifications and/or as a proof of the authorized testing laboratory shall be solely the expense of the Contractor whether the tests pass or fail.

13. LINES AND GRADES. Section 50, Item 50-06 of the General Provisions and Technical Specification P-104, Project Survey and Stakeout includes all requirement for all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications shall be provided by the Contractor and he shall be solely responsible for the accuracy of said lines, grades and measurements.

14. TRADE NAMES AND MATERIALS. No material that has been used by the Contractor for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgement of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the plans and specifications in connection with the material, manufactured article or process, the material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer and the Engineer shall have the right to require the use of such specifically designated material, article or process.

15. PROPERTY LINES AND MONUMENTS. The Contractor shall protect all property corner markers and any other monument, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

16. FENCES AND DRAINAGE CHANNELS. Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found. Existing fences not to be removed and intersecting with new fencing (fencing outside airport property) shall be connected to the new fencing in a manner acceptable to the fence owner and the Owner and/or Engineer.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

17. DISPOSAL OF WASTE AND SURPLUS EXCAVATION. All trees, stumps, slashings, brush or other debris to be removed from the site as a preliminary to the construction work shall be removed from the property and legally disposed of in a manner approved by the Engineer and at a site approved by the Owner. No burning on site will be permitted.

All excavated earth in excess of that required for embankment and backfill shall be disposed of in a satisfactory manner as shown on the plans or as directed by the Engineer to a site approved by the Owner.

18. AIR POLLUTION. The Contractor shall comply with all Federal, State and Local Requirements.

19. EXISTING UTILITIES AND SERVICE LINES. The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.

20. RECORDS OF MATERIALS PURCHASED. By a certain time each month as defined and established at the preconstruction conference, the Contractor shall furnish to the Engineer, duplicate copies of all invoices for materials furnished to be incorporated into the work, plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payment.

21. CONTRACTOR ACCESS TO PROJECT SITE. The Contractor shall have a specific access route to the project site. This route is shown in the construction drawings. The Contractor shall use this route to bring all equipment and materials in. If the Contractor has a better route that will prevent damage to existing roads or provide safer access to the construction site, the Contractor shall supply a drawing showing the recommended route to the Owner and Engineer for approval at the preconstruction conference.

22. NIGHTTIME WORK. In phases of work requiring daytime work, the Contractor shall not perform nighttime work unless given approval in writing by the Engineer. The Contractor shall request in writing approval to perform nighttime work. If the Engineer approves said nighttime work, the Contractor shall coordinate closely with the Engineer and the Owner during any and all approved nighttime work. This includes any nighttime hauling of materials to the project site. If the Contractor wishes to perform nighttime work or haul materials at night, the Contractor shall reimburse the Owner for any nighttime inspection costs incurred by the Owner to adequately and properly inspect said nighttime work or hauling of materials.

In phases of work requiring nighttime work, the Contractor shall perform said nighttime work within the time frame allotted by the Owner. The Contractor shall coordinate with the Owner and Engineer each day before nighttime operations to ensure all special instructions, time limitations, directives, etc. are adhered to each night of nighttime operations. The Contractor shall not enter areas requiring nighttime construction operations until cleared to do so by the Owner. Any violation will result in a \$1,000.00 fine for each individual and each piece of equipment committing the infraction.

23. DUST CONTROL. The Contractor shall maintain strict dust control during the project duration. There are operational areas, aircraft parked on the airport as well as commercial facilities that perform maintenance and repair work to aircraft. Therefore, it is imperative that strict dust control be maintained so that damage or nuisance to the areas and facilities described above or airport operational areas is prevented. This dust control shall also include the dust that may occur during any construction procedure.

24. TRIP TICKETS, INVOICES, WEIGH BILLS, ETC. The Contractor shall be responsible for supplying any and all trip tickets, invoices, weigh bills, etc. which show the quantities actually used in the construction of the project. All said trip tickets, invoices, weigh bills, etc. shall relate directly to specific bid items. If the Contractor fails to submit said trip tickets, invoices, weigh bills, etc. to the Engineer or his authorized representative prior to or during the time of installation of materials into the project, any material overruns claimed by the Contractor at the end of the project shall not be accepted.

25. FINAL IN-PLACE EXCAVATION & EMBANKMENT SECTIONS. At the completion of the project, the Contractor shall submit final in-place earthwork cross sections for the entire project site affected by earthwork operations with the detailed calculations as to as-built excavation and/or embankment. The Contractor may use the cross sections provided in the plans and plot the as-built conditions on those cross section sheets along with the accompanying calculations. The Contractor shall be paid based upon the volume between the original ground line and the as-built ground line. The Contractor shall be paid based on the type of operations for which a bid price was provided.

END OF SPECIAL CONDITIONS - SECTION 3

SPECIAL CONDITIONS

SECTION 4

LISTING OF DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

The Owner and/or Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the Engineer shall endeavor to provide further protection for the Owner against defects and deficiencies in the work; but, the furnishing of such services will not make the Engineer responsible for or give the Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the Engineer in the Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

1. The RPR is the Engineer's agent at the site and will act as directed by and under the supervision of the Engineer, and will confer with the Engineer and Owner regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the Engineer and the Contractor keeping the Owner advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. The RPR shall generally communicate with the Owner with the knowledge of and under the direction of the Engineer.

B. Duties and Responsibilities of the RPR

1. Schedules: Review the progress schedule, schedule of shop drawing, product data and samples submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with the Contractor and Owner, such as preconstruction conferences, weekly progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

a. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

b. Assist in obtaining from the Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

a. Record date of receipt of shop drawings, product data and samples.

b. Receive samples that are furnished at the site by the Contractor, and notify the Engineer of availability of samples for examination.

c. Advise the Engineer and the Contractor of the commencement of any work requiring a shop drawing, product data or sample if the submittal has not been approved by the Engineer.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is in general proceeding in accordance with the Contract Documents.

b. Report to the Engineer whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Engineer of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of those inspections and report to the Engineer.

6. Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.

7. Modifications: Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report the suggestions along with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as issued by the Engineer.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, product data and samples, reproductions of original Contract Documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other work related documents.

b. Keep a diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions of work field orders, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Engineer.

c. Record names, addresses and telephone numbers of all the Contractors, subcontractors and major suppliers of materials and equipment.

9. Reports:

a. Furnish the Engineer daily progress reports of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing, product data and sample submittals.

b. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the work.

c. Draft proposed change orders and field orders, obtaining backup material from the Contractor and recommend to the Engineer change orders and field orders.

d. Report immediately to the Engineer and the Owner the occurrence of any accident.

10. Payment Requests: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarding to the Owner prior to final payment for the work.

12. Completion:

a. Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a punch list of observed items requiring completion or correction.

b. Conduct final inspection in the company of the Engineer, the Owner and the Contractor and prepare a final punch list of items to be completed or corrected.

c. Observe that all items on the final punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

C. Limitations of Authority of the Resident Project Representative (RPR):

1. The RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Engineer.

2. The RPR shall not exceed the limitations of the Engineer's authority as set forth in the Contract Documents.

3. The RPR shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent.

4. The RPR shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. The RPR shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

6. The RPR shall not accept shop drawing, product data or sample submittals from anyone other than the Contractor.

7. The RPR shall not authorize the Owner to occupy the work in whole or in part.

8. The RPR shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Engineer.

END OF SPECIAL CONDITIONS - SECTION 4

SPECIAL CONDITIONS**SECTION 5****SHOP DRAWING SUBMITTAL SUMMARY**

1. The following list is intended to assist the Contractor in identifying shop drawings, product data and samples that are required to complete the work described in the Contract Documents. The list is not necessarily all inclusive and other shop drawings not listed may be required to be submitted by the Contractor to meet the requirements stated in General Provision Section 60, "Control of Materials" and Special Conditions Section 1, Paragraph 9, "Shop Drawings, Product Data and Samples."

Item No.

Item Description

END OF SPECIAL CONDITIONS - SECTION 5

SPECIAL PROVISIONS
Job Number: 11-4403
DULUTH INTERNATIONAL AIRPORT
BID PACKAGE 2B-ISSUE FOR BID

NOTICE TO ALL BIDDERS:

Prior to submitting bids on any City of Duluth Public Works & Utilities Department – Engineering Division construction project, the bidder must purchase the City of Duluth Public Works & Utility Department – Engineering Division 2009 Edition Standard Construction Specifications book.

The City of Duluth Public Works & Utilities Department – Engineering Division 2009 Edition Standard Construction Specifications book is incorporated by reference and is deemed to be a part hereof as if fully incorporated and set forth herein.

SP-1

NOTE TO ENGINEERS:
S-sections to be modified from
the 2009 Edition
Engineering Division Standard Construction
Specifications will be marked:
“SP-xx” in this document.

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SP-1	Note to Engineers	1
SP-2	Forms and Regulations.....	2
SP-3	Certification Page	3

(APPENDIX A) 2009 Standard Specifications for High Pressure Gas Mains, Transmission Line
and Service Installation, Welding Qualifications and Qualifications for Joining PE Pipe

Instructions to Bidders – Engineering 2/06/08
HUD 4010
Data for Labor Cost Bidding
Prevailing Wage Rates
Truck Rental Rates 5/1/08
CG 2010 pre-2004 and IL7002 liability insurance endorsements
Request for Bids form

The following forms and regulations/rules/statutes and interpretations, which are incorporated by reference in this contract, are available on the World Wide Web at the sites listed below. The City of Duluth will use its best efforts to ensure that the most recent, applicable forms and regulations/rules/statutes and interpretations are included on the web sites provided; however, if you are the successful bidder, prior to signing the contract, you are responsible for comparing the versions of the forms and regulations/rules/statutes and interpretations attached to the contract which you are signing with the versions on the web to ensure conformity.

SPECIAL PROVISIONS
Job Number: 11-4403
DULUTH INTERNATIONAL AIRPORT
BID PACKAGE 2B-ISSUE FOR BID

THE VERSIONS OF THE FORMS AND REGULATIONS/RULES/STATUTES and INTERPRETATION ATTACHED TO THE CONTRACT WILL BE CONTROLLING. HARD COPIES OF ALL FORMS ARE AVAILABLE AT THE ENGINEERING DIVISION, EXCEPT THE NON-COLLUSION AND AFFIRMATIVE ACTION POLICY STATEMENT, WHICH ARE AVAILABLE AT THE CITY OF DULUTH PURCHASING DEPARTMENT.

SP-2

Item listing from web:

FORM	WEB SITE
Affidavit of Non-Collusion (required by awarded contractor only)	www.duluthmn.gov/engineering/construction_documents.cfm
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	www.duluthmn.gov/engineering/construction_documents.cfm
Certified Payroll Form WH347 (front side only)	www.dol.gov/esa/whd/forms/WH347.pdf
Contractor's Haul Route	www.duluthmn.gov/engineering/construction_documents.cfm
Debarment Notice 060508	www.duluthmn.gov/engineering/construction_documents.cfm
IC-134 form	www.taxes.state.mn.us/forms/ic134.pdf
IC-134 on-line submittal (click: Submit Contractor Affidavit; r-side of screen)	www.mndor.state.mn.us/
MN Rules 5200.1105 & .1106	www.duluthmn.gov/engineering/construction_documents.cfm
MN Statutes 177.41 to 177.44	www.duluthmn.gov/engineering/construction_documents.cfm
MNOPS Intrastate Anti-Drug/Alcohol Misuse Prev Asmt (gas projects only)	www.duluthmn.gov/engineering/construction_documents.cfm
Notice to Bidders Prompt Payment to Subs (city funded projects only)	www.duluthmn.gov/engineering/construction_documents.cfm
Notice to Bidders Prompt Payment to Subs (state & federal funded projects only)	www.duluthmn.gov/engineering/construction_documents.cfm
Notice to Bidders Traffic Control 11/29/99 (federal funded projects only)	www.duluthmn.gov/engineering/construction_documents.cfm
One-Call Instructions	www.duluthmn.gov/engineering/construction_documents.cfm
Operator Qualification Contractor Covered Tasks (gas projects only)	www.duluthmn.gov/engineering/construction_documents.cfm
Prevailing Wage Statements 3/16/98 & 6/26/01	www.duluthmn.gov/engineering/construction_documents.cfm
Request to Sublet TP-21834 (5-18-07)	www.duluthmn.gov/engineering/construction_documents.cfm
Statement of Compliance Form 21658 (03-01) (city and state funding only)	www.duluthmn.gov/engineering/construction_documents.cfm
Supplemental General Conditions Part II 3/4/09	www.duluthmn.gov/engineering/construction_documents.cfm
Truck Rental Rates 5/01/08 (state funded projects only)	www.dot.state.mn.us/const/labor/contractdocuments.html
Mn/DOT forms:	
Month End Trucking Report TP90550 (7-05) (state funded projects only)	www.dot.state.mn.us/const/labor/lcuforms.html
Month-End Trucking Report Statement of Compliance TP90551 (7-05) (state funded projects only)	www.dot.state.mn.us/const/labor/lcuforms.html
HUD forms: (for HUD/CDBG and Federal funding)	
Certified Payroll Form WH347	www.dol.gov/esa/whd/forms/WH347.pdf
U S DOL Statement of Compliance	www.dol.gov/esa/whd/forms/WH347.pdf
Fringe Benefit Form required by City of Duluth – use second page	www.dot.state.mn.us/const/labor/contractdocuments.html

SPECIAL PROVISIONS
Job Number: 11-4403
DULUTH INTERNATIONAL AIRPORT
BID PACKAGE 2B-ISSUE FOR BID

SP-3

I HEREBY CERTIFY THAT THIS PLAN, specification or report
was prepared by me or under my direct supervision and that I am a duly
Licensed Professional Engineer under the laws of the State of Minnesota.

Signature

Typed or Printed Name

Date

Reg. No.

