



**REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE ROANOKE-
BLACKSBURG AIRPORT**

ROA Terminal Improvements Project

Advertised: April 29th, 2026

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1. SOLICITATION

a. Public Notice

The Roanoke Regional Airport Commission (hereinafter referred to as "RRAC" or "Commission"), acting by and through its President and CEO, will accept Qualifications and Proposals (two-step process) from a qualified General Contractor or Team (hereinafter referred to as "Respondent" or "Firm") to provide Construction Manager at Risk (CMAR) Services for the Roanoke-Blacksburg Airport (hereinafter referred to as "Airport" or "ROA") to execute the pre-construction and construction services of the Terminal Improvements Project (hereinafter referred to as "project"). Qualified Respondents must be able to offer pre-construction, construction services, or alternatively partner with firms that offer such services. Qualified Respondents must be able to demonstrate sufficient knowledge of applicable and related federal, state, and local laws, regulations, standards, and demonstrate that they meet the additional qualifications described herein.

In accordance with Virginia Code 2.2-4343.1, the Commission does not discriminate against faith-based organizations.

See Section 13 - Representations, Conditions, Commission Requirements and Airport Requirements for additional requirements.

NOTE – All federal provisions included in the RFQ/P document and the Exhibit C of the Agreement Between RRAC and Construction Manager at Risk are subject to change.

b. Background Information

Roanoke-Blacksburg Airport is the major airport serving the communities of southwest Virginia, and the northwest counties of North Carolina. Allegiant, American, Delta, and United offer direct flights to 9 destinations and convenient access to hundreds of cities worldwide.

From its modest beginnings in 1929 to its current status as the region's primary link to the global air transportation network, Roanoke-Blacksburg Airport continues to grow and adapt to meet its ever-changing aviation needs. The footprint of the airport encompasses approximately 935 acres of land with facilities situated in the city and county of Roanoke. Located in Southwest Virginia in the Blue Ridge range of the greater Appalachian Mountains, the Airport is classified in the FAA's National Plan of Integrated Airport Systems (NPIAS) 2019-2023 Report as a Primary, Non-hub Commercial Service airport. Non-hub airports are defined as airports that enplane more than 10,000 passengers but less than 0.05% of total annual U.S. passengers. Inclusion in the NPIAS indicates that the Airport is eligible to compete for federal funding from the FAA.

In 2025, ROA set a new passenger record, serving nearly 827,000 passengers. It had 66,000 flight operations in 2025. One of the strongest economic generators in the region, a recent Economic Impact Study from the Virginia Department of Aviation estimates that ROA directly and indirectly generates over 3,200 jobs, over \$193 million in wages, a GSP of \$346 million, and over \$613 million in total economic output.

RRAC is an independent subdivision of the Commonwealth of Virginia. RRAC is responsible for all of ROA's infrastructure including parking lots, terminals, runways and taxiways, and all revenue-generating and commercial development projects as well as for airport security, aircraft rescue and firefighting.

c. Procurement Process in General:

Legal Rationale and Requirements for Public CMAR Procurement:

As a political subdivision of the Commonwealth of Virginia, RRAC is required to procure Construction Management Services in a manner consistent with the requirements of Virginia Law and, in particular, the Virginia Public Procurement Act, § 2.2-4300, et seq. of the Code of Virginia and Chapter 43.1 governing Construction Management and Design-Build Contracting (collectively, "VPPA").

Per resolution no. 02-021825 adopted of RRAC's Procurement and Purchasing Policy document and Chapter 43.1, Va. Code, has defined the basis for using the CMAR delivery method on this Project as outlined in the Determination Regarding use of CMAR Procurement method, **Exhibit G**.

Process:

The RRACs CMAR procurement process will adhere to the Two-Step Competitive Negotiation Process as set forth in the RRACs Procurement and Purchasing Policy.

Step 1: Determination of Shortlist of Qualified Respondents

During this step, the Commission's Evaluation Committee will evaluate and score the Statements of Qualifications (SOQs) based on the evaluation criteria outlined herein, using the Scoring Matrix in RFQ, Exhibit K, with a goal of achieving a shortlist of between 3 and 5 of the most Qualified Respondents. Only the Shortlisted Respondents will proceed to Step 2 of the procurement process.

Step 2: Selection of a Construction Manager at Risk Entity

The Commission's Evaluation Committee will evaluate the contract acknowledgments and price proposals submitted by the shortlisted Respondents, will conduct interviews of the shortlisted Respondents, complete the scoring (which may include an adjustment to the previous scoring based upon the presentations/interviews), and rank the Respondents based upon the final scores. After ranking the Respondents, the Evaluation Committee shall (i) conduct negotiations with two or more Respondents submitting the highest ranked proposals; or (ii) should the Commission determine, in writing and in its sole discretion, that only one Respondent is fully qualified or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.

2. INSTRUCTIONS TO RESPONDENTS

a. RFQ Response Submittal Instructions

The Roanoke Regional Airport Commission will receive RFQ Responses for the CMAR Terminal Improvements via either of the two methods detailed below no later than the date and time specified in the Procurement Schedule provided in this document.

1. Electronic Submission:

Each Respondent may submit its Proposal via email to procurement@flyroa.com with the subject line clearly stating:

Proposal For: CMAR Terminal Improvements
Proposal No. 26-001
Roanoke Blacksburg Airport
Roanoke, Virginia

The email must include the Respondent's name and address in the body of the email. The Owner shall not be responsible for proposals that are improperly submitted, misidentified, or not received due to email transmission errors.

2. Physical Submission:

Each Respondent may present its Proposal in a sealed, opaque 9 x 12-inch envelope. The outside of the envelope shall be plainly marked on the bottom left hand corner with:

Proposal For: CMAR Terminal Improvements
Proposal No. 26-001
Roanoke Blacksburg Airport
Roanoke, Virginia

with the name and address of the Respondent in the upper left-hand corner. The Owner shall not be responsible for premature opening of bids not properly addressed and identified, as required herein.

All proposals shall be delivered to the Roanoke Regional Airport Commission, Administrative Offices, 5202 Aviation Drive, Roanoke, VA 24012, no later than 3:00 P.M. local time, on May 29, 2026.

When sent by mail, no proposal will be considered unless received by the Commission on or before the time and at the place designated in the RFQ. The Commission will in no way be responsible for delays caused by the U. S. Postal Service or any other deliverer of the bid, or for delay caused by any other occurrence. Any Proposal received after the time specified in the RFQ for receipt of proposals, shall be returned to the Respondent unopened.

All Responses will be timestamped and the Respondents will receive a separate acknowledgement of receipt via email from the Procurement Manager: Procurement@flyroa.com

The Procurement Manager must receive delivery of the Respondent's RFQ Response at the location, time, and date specified in the Procurement Schedule of this RFQ (RFQ Submittal Due date and time). Any RFQ Response received at the wrong location or after the exact deadline specified for receipt will not be considered. RRAC will not be responsible for delays in delivery.

Any and all inquiries and submission of information regarding this RFQ shall be sent via email to the Procurement Manager: Procurement@flyroa.com

It is the responsibility of each person or Respondent submitting questions or comments to verify the receipt by the Procurement Manager. RRAC will not be responsible for questions that are not submitted to/or received by the Procurement Manager at the email address noted above.

Respondents should thoroughly and carefully read, review, and understand this RFQ, including all appendices, attachments, exhibits and any addenda-issued. Respondents should submit an RFQ Response in accordance with the instructions given. RFQ responses that do not adhere to instructions may be set aside and not evaluated. The RFQ response should be prepared as specified herein regarding form, content, and sequence.

Each RFQ response must include each section as described in Section 7 "STEP 1: RFQ Respondents Response, Evaluation Criteria & Scoring."

Respondents should not submit any additional audio or video materials, links to external materials, or links to websites, as part of their RFQ response. Where page limits are set, failure to follow guidelines may prevent an RFQ response from being fully evaluated.

b. RFQ Document Availability

The RFQ documents including subsequent Addenda will be posted and are obtainable from the following locations:

- i. RRAC website: <https://flyroa.com/current-bids-and-proposals>
- ii. eVA: <https://eva.virginia.gov/>
- iii. By contacting the Procurement Manager directly: Troy.Philpott@flyroa.com

c. Pre-Proposal Conference and Site Tour

A pre-proposal conference and site tour is scheduled for the time, date and location noted in the Procurement Schedule within this document. Attendance is highly encouraged. The following items pertain to the conference criteria:

- i. The pre-proposal meeting and site tour is 'in-person' only and virtual participation will not be available.
- ii. Respondents are encouraged to email questions in advance of the pre-proposal conference meeting so that those questions may potentially be addressed as part of the conference.
- iii. The purpose of the conference is to discuss RFQ requirements as defined herein, and to familiarize each Respondent with the site and project as currently progressed by the Design Team.
- iv. Questions that arise during or after the conference must be submitted in writing via email to procurement@flyroa.com by the date and time noted in the Procurement Schedule in order to receive a formal response.
- v. Changes to the requirements of the RFQ that may result over time, as well as answers to all questions submitted, will be made via written addendum.
- vi. Respondents shall not rely upon oral declarations made by RRAC during the pre-proposal conference.

d. Submission of Questions

All questions regarding this RFQ should be clearly presented in writing and transmitted via email to the Procurement Manager: Procurement@flyroa.com. The deadline for submission of questions is provided in the Procurement Schedule within this RFQ. Responses to written questions, corrections and clarifications to the RFQ will be made in writing, and posted to the locations noted in the RFQ Document Availability Section above and made available to all prospective Respondents in the form of an RFQ addendum.

Respondents may only rely upon written or digital information provided by RRAC. Respondents should not rely upon, and RRAC is not responsible for, any oral information or instructions provided in reference to the RFQ.

e. Procurement Schedule

Provided below is the schedule for the RFQ and RFP. RRAC reserves the right to adjust the RFQ/P schedule and add or remove specific events to meet the needs of RRAC and this Project. Any such changes to the RFQ/P schedule will be explained in addendum.

The deadlines for this procurement are currently scheduled as follows:

Step 1: Request for Qualifications (RFQ) Schedule

April 27, 2026	Advertisement of RFQ
May 14, 2026 2:00pm EDT	Pre-Submittal Meeting and Site Visit Airport Main Terminal – Human Resources, Board Room Attendance is highly encouraged
May 15, 2026 4:00pm EDT	Question Due - Submit electronically (email) to: procurement@flyroa.com
May 29, 2026 3:00pm EDT	RFQ Submittal Package due Submit electronically per direction in this RFQ document to: procurement@flyroa.com or in-person
June 3, 2026	RRAC to Score Respondent Proposals and determine Shortlist Firms

Step 2: Request for Proposals (RFP) Schedule

June 15, 2026 4:00pm EDT	Contract Comments Due
June 17, 2026	Interviews
June 22, 2026 3:00pm EDT	RFP Submittal Package due Submit electronically per direction in this RFQ document to: procurement@flyroa.com or in-person
June 30, 2026	Notification of Intent to Award
July 27, 2026	Contract Executed

It is the responsibility of each Respondent to ensure that the RFQ and RFP submissions are complete and received by the designated date and time.

RFQs and RFPs that are incomplete or received after the due date and time will not be considered.

3. PROJECT DESCRIPTION

RRAC is seeking a qualified Construction Manager at Risk (CMAR) to provide design phase preconstruction services and complete construction services for the Project, located at Roanoke-Blacksburg Airport. The Project is anticipated to include, but not be limited to, relocation of the TSA security screening checkpoint (SSCP), relocation of the explosive detection system (EDS) machines and associated outbound baggage system reconfiguration, relocation and expansion of airline ticket counters and associated airline ticket offices, addition of vertical circulation elements, interior finishes in the concourse, roof replacement, mechanical and electrical system upgrades.

The Commission has completed a preliminary concept design at the time of the advertisement of these services. Scope is subject to change, however Respondents should anticipate the eventual project scopes to be similar to what is documented in Exhibit K and as generally described below.

It is anticipated that the following work will be executed in phases as determined during the preconstruction services contract period:

a. Project Scope

First Floor

- i. Relocate EDS machines
- ii. Expand airline ticketing and queuing areas
- iii. Construct new enclosed, climate-controlled baggage makeup area at ground level
- iv. Replace first-level terminal flooring tiles

Second Floor

- v. Relocate existing SSCP from the bridge between the main terminal and the concourse to the second level east wing of the main terminal.
- vi. Return Gate 1 hold room to gate hold room function with accommodations for a new passenger boarding bridge.
- vii. Relocate and reconstruct existing concessions displaced by the SSCP relocation.
- viii. Renovate concourse finishes to match the new SSCP area.
- ix. West terminal wing will be warm shell or left as-is.
- x. Construct/Install unmanned exit portal and Exit Lane Breach Control (ELBC) devices
- xi. Add a new pedestrian bridge to connect new vertical circulation to the SSCP.
 - xii. Construct new space above baggage makeup area
 - xiii. Install new public restrooms, family restroom, mother's room and pet relief area

General

- xiv. Add new elevator
- xv. Add new escalator from the first to second levels.
- xvi. Upgrade and expand existing MEP/FP systems to support new work
- xvii. Upgrade and expand specialty systems such as CCTV, access control and IT systems
- xviii. Replace flat terminal roofing (not the barrel roof over the concourse)
- xix. Correct non-compliant ADA issues
- xx. Install exterior provisions for new passenger boarding bridge.
- xxi. Install passenger boarding bridge.

b. Anticipated Phasing:

Phase 1

- i. Relocate existing SSCP from the bridge between the main terminal and the concourse to the second level east wing of the main terminal.

- ii. Return Gate 1 hold room to gate hold room function with accommodations for a new passenger boarding bridge.
- iii. Relocate and reconstruct existing concessions displaced by the SSCP relocation.
- iv. Renovate concourse finishes to match the new SSCP area.
- v. Install new public restrooms, family restroom, mother's room and pet relief area
- vi. West terminal wing will be warm shell or left as-is.
- vii. Construct/Install unmanned exit portal and Exit Lane Breach Control (ELBC) devices
- viii. Construct structure and shell for new enclosed, climate-controlled baggage makeup area at ground level
- ix. Construct new fully-finished space above baggage makeup
- x. Upgrade and expand existing MEP/FP systems to support new work
- xi. Upgrade and expand specialty systems such as CCTV, access control and IT systems
- xii. Replace flat terminal roofing (not the barrel roof over the concourse)
- xiii. Correct non-compliant ADA issues
- xiv. Install exterior provisions for new passenger boarding bridge.

Phase 2

- xv. Relocate EDS machines
- xvi. Expand airline ticketing and queuing areas
- xvii. Complete finishes and install equipment in the new enclosed, climate-controlled baggage makeup area at ground level
- xviii. Replace first-level terminal flooring tiles
- xix. Add new vertical circulation from the first to second levels.
- xx. Add a new pedestrian bridge to connect new vertical circulation to the SSCP.
- xxi. Install passenger boarding bridge.

c. Preliminary Design:

Refer to **Exhibit K** for select current architectural documentation available at the time of the advertisement of this document. Note, due to the sensitive national security interest surrounding Transportation Security Administration (TSA) programming and planning portions of the interior layouts are redacted in the attachments. Once an awarded Respondent is under contract, an appropriate Non-Disclosure Agreement (NDA) will be executed and the CMAR will have access to the documents and inclusion in meetings with the Design Team and TSA for coordination.

d. Estimated Construction Cost

\$55 million

e. Funding

Funding for the project consists of a combination of Federal Grants, State Grants, special appropriations, Passenger Facility Charges (PFC'S) and Commission Funds. Respondent shall support all federal grant compliance requirements including cost documentation, Buy America/American, DBE reporting, certified payroll coordination and audit documentation retention.

The Commission has applied for federal funding through a competitive grant application process. Should grant funding be received from that program, The Commission will issue Notice to Proceed on a portion of the Phase 1 scope prior to issuing the Phase 1 Construction NTP. This scope is referred to as the "Early Construction Package" in the Conceptual Project Schedule herein.

f. Conceptual Project Schedule:

Schematic Design	July 2026
Design Development	October 2026
Construction Documents	January 2027

Early Construction Package (Funding Dependent)	October 2026
Phase 1 Construction NTP	March 2027
Phase 1 Construction Substantial Completion	March 2028
Phase 2 Construction NTP	January 2028
Phase 2 Construction Substantial Completion	January 2029

g. Phasing and Coordination:

The Airport operates 24-hour a day, 365 days a year, which requires construction to be performed in a manner to minimize impacts to daily operations. The Project will require the Respondent to be knowledgeable in minimizing downtime of operating utilities and planning/phasing/staging the work to limit impact to Airport Operations and maintain a safe passenger experience in and around the facility during the performance of all construction activities.

The selected Respondent shall:

- i. Coordinate the work for this project with the Commission's other on-going projects.
- ii. Be responsible for all planning, execution, and means and methods related to the Project phasing in accordance with the requirements of the Contract Documents. Phasing shall be developed and executed in a manner that does not interrupt airport operations and or continuity of facility services except as specifically agreed to by the Owner.
- iii. Be responsible for providing detailed SUE/Utility investigation efforts, including pot-holing and all other necessary efforts/investigations to positively identify the locations of all existing utilities within, and immediately adjacent to, the project. This effort will be required to existing survey and subsurface utility engineering documentation which the Commission may provide.
- iv. Be responsible for identifying and tracing existing systems, and incorporating this information into the Project's phasing to ensure continuity of service without any unscheduled interruptions to existing systems or services during the Project's execution.
- v. Perform all other coordination, planning and phasing activities for the Project required by the Contract Documents.

Phasing Restrictions:

- vi. There shall be no reduction in ticket counters available to airlines for operations
- vii. Contractor to expect remote jobsite trailers, storage and laydown areas due to limited availability of space immediately adjacent to the Departures and Arrivals Terminal
- viii. Night work to be assumed for infrastructure upgrades, BHS relocation, SSCP relocation and finish work in public areas.
- ix. Minimum of one lane open at all times in the Security Screening Checkpoint (SSCP). Closure of existing lanes to be coordinated with TSA and the Commission and approved in advance.

4. CONSTRUCTION MANAGER AT RISK (CMAR) SCOPE OF SERVICES OVERVIEW

The CMAR will begin work with RRAC in an agency support role for design phase services and may then hold the construction contract with the RRAC for construction of the project. The CMAR will be responsible for construction means and methods, and will be required to solicit bids from prequalified subcontractors to perform the work using a subcontractor selection process which follows Virginia law and regulations and RRAC's Procurement Policies and Procedures.

a. Pre-Construction Services shall include, but are not limited to, the following:

- i. Recurring constructability, completeness, coordination, clash-detection (BIM), and cost reviews of the project design progress documents, and construction documents / specifications as they are developed by Commission's Consultant.
- ii. Develop, update and maintain a detailed Project Schedule, at least monthly, throughout the Pre-Construction Phase.
- iii. Lead the development of detailed construction phasing and site logistics plans, in accordance with the Contract Documents, which account for temporary construction and temporary systems required to maintain the safe and continuous 24/7 operation of existing facilities, systems and services by the Commission and its tenants and stakeholders during construction.

- iv. Analysis and investigation of existing airport infrastructure to aid in the establishment of project phasing and continuity of service.
- v. Cost Estimating and Cost Control:
 - 1. Preparation of detailed cost estimates at each stage of the design that includes all project components. Guaranteed Maximum Price proposals (GMPs) may be awarded for portions of the project, as long as each GMP includes a commitment to the overall construction budget. If the final GMP proposal exceeds the latest estimate, the Contractor shall, at no additional cost to the Commission, continue to evaluate and provide options for completing the project within the budget.
 - 2. Prepare appropriate recommendations to keep the Project on budget as the design evolves (e.g., Make recommendations on an ongoing basis to avoid last minute "Value Engineering" after the work is bid).
 - 3. Review estimates and budget recommendations with the Consultants and the Commission and reconcile the various estimates at each stage of design and monthly thereafter as needed or requested.
 - 4. Prepare ad-hoc cost estimates for elements of the project as necessary to support design decisions and value engineering analysis.
 - 5. Identification of material and labor availability and long-lead items and make recommendations to assist in related cost control and schedule issues.
- vi. Collaboration with the Commission, and the Commission's Consultants to develop the optimum approach to bidding and subcontracting the construction.
- vii. Outreach to the trade contractors and major suppliers to stimulate interest in the project and ensure sufficient numbers of competitive bids are received for each trade.
- viii. Prequalification of potential first-tier subcontract bidders.
- ix. Division of the work scope into manageable trade and scope packages with no gaps in scope.
- x. Identification and planning for procurement of long lead items to maintain Project schedule.
- xi. Management of Subcontractor bidding in accordance with Virginia law, Airport Procurement Policies and Procedures, and the CMAR Contract.
- xii. Tabulating trade package bids, preparation of draft GMP proposal(s) and negotiating final GMP(s) with the Commission.
- xiii. Draft and Final GMPs shall include detailed construction schedules. The detailed schedules shall be prepared in accordance with the Contract Documents.
- xiv. Execution of the GMP Construction Contract Addendum(s).
- xv. All other Pre-Construction services required by the Contract Documents.
- xvi. Coordinate any Building Information Modeling systems being used by the Respondent and its Subcontractors/subconsultants with the system used by the Commission's Consultants, provide clash detection reports in a timely manner and work with the Authority's Consultants to
- xvii. Maintain a project risk register with quantified cost and schedule exposure values.

b. Construction Services – upon execution of the GMP contract, Construction Services shall generally include, but are not limited to, the following:

- i. Managing, coordinating and supervising all aspects of construction of the project while maintaining airport operations, security and safety at all times.
- ii. Furnishing at all times an adequate supply of management staff, workers and materials to perform the work in an efficient and expeditious manner, which is consistent with the Owner's interests. Prior to Contract execution, the Respondent shall submit a staffing plan for review and subsequent approval by RRAC.
- iii. The selected CMAR will prepare and submit all applications for permits and approvals required by Authorities having Jurisdiction, arrange for and pay all associated fees.
- iv. Provide, manage and maintain a web-based project management system for all project participants to utilize to track and facilitate collaboration, communications and documentation during the course of construction.
- v. Monitor progress of work to meet the construction completion date and schedule incorporated into the GMP. Monthly reporting and of progress of the work on the schedule shall be submitted to RRAC and presented to RRAC staff in a monthly schedule meeting. If revisions to the schedule are made, they shall be clearly identified and highlighted, specifically changes to the critical path and the utilization of 'float' in the schedule, for approval by RRAC. The original baseline schedule incorporated into the executed GMP shall also be monitored throughout the construction phase and progress tracked against the baseline schedule. Monthly tracking against the baseline schedule shall also be reported monthly to RRAC to allow RRAC to track progress against both the original baseline schedule and subsequent approved revisions.
- vi. Manage and document the submittal process (submittal log) and ensure all required submittals (shop drawings, product information, calculations, samples, mock-ups) are scheduled to allow sufficient periods for review, incorporating

- comments, resubmittal (if required) and also allow sufficient time for the ordering of materials, factory assembly / manufacture and delivery to site for incorporation into the work.
- vii. Within 30 days of executing the GMP, provide a submittal schedule which reflects accurately the project schedule incorporated into the GMP. Any variations shall be identified and submitted for review and approval. Any variations shall also be incorporated into the overall project schedule, shall be clearly identified and also submitted for RRAC review and approval.
 - viii. Prepare monthly management progress report, showing percentage of work complete, submittal log update, RFI log update, Potential Change Order (PCO) log update and other information required by RRAC.
 - ix. Maintain daily logs and make available to RRAC and Architect, including regular monitoring of weather, work progress, number of workers on site, identification of equipment on site, problems that affect progress of the work, accidents, injuries and other information required by Owner.
 - x. Conduct and prepare minutes for regular meetings with Owner Architect Contractor (OAC meetings) at minimum of one OAC meeting weekly but more frequently if required.
 - xi. All questions and Requests for information (RFI's) shall be documented and an RFI log maintained by the contractor. The RFI and submittal logs shall be submitted weekly through Newforma to the Owner and Architect.
 - xii. Prepare monthly detailed pay applications and utilize system for cost control throughout the project. Include tracking and reporting for federal funding compliance in monthly pay applications.
 - xiii. No additional work shall be performed without an executed change order or appropriate authorization in writing from RRAC. Contractor shall promptly identify (within 72 hrs.) and notify in writing to owner and Architect issues that could result in additional work or delay completion of the project. Such notification shall include contractors proposed measures to mitigate cost increase and minimize schedule impacts.
 - xiv. Coordinate as required with airlines, airport tenants, other stakeholders and vendors engaged by the Airport.
 - xv. Develop the FAA required Construction Safety and Phasing Plan (CSPP) as required for any work performed on or around the airfield.
 - xvi. File with the FAA a Notice of Proposed Construction or Alteration (FAA Form 7460.1) as necessary to perform the work.
 - xvii. Provide environmental remediation, hazardous material abatement and disposal (asbestos, lead, PCB's and petroleum contamination) if necessary.
 - xviii. Develop and implement a Contractor Quality Control Plan. Coordinate and schedule RRAC's Quality Assurance Plan activities.
 - xix. Manage building systems commissioning. Participate in RRAC's Operational Readiness and Airport Transition (ORAT) activities
 - xx. Project closeout (punch list management, O&M Manuals, training, warranties, electronic as-builts, final inspection and acceptance).

5. CMAR TEAM STRUCTURE

a. Respondent Entity:

- i. Joint Venturing Excluded - Joint venturing of two or more Respondents to form another legal entity to satisfy some specific purpose will not be considered a proper response to this Solicitation. The Prime Respondent may enter a partnership and include subconsultants and/or subcontractors on their team to meet the requirements and services anticipated in this solicitation.
- ii. Self-Performance – Self-Performance of work by the Respondent providing CMAR are limited to those services, tasks, and procedures which are compliant with Code of Virginia (i.e., Chapter 43.1) Construction Manager at Risk Services and shall not exceed a total value of 10 percent of the contract amount.

b. Changes in Key Personnel:

- i. Following RFP submission, the following actions may not be undertaken by an Awarded Respondent without RRAC's prior written consent, which may be withheld at RRAC's sole discretion:
 - 1. Deletion, substitution or change in the composition of any team member identified in the RFQ/P response or a change in the role or scope of work of a team member; or
 - 2. Deletion or substitution of key personnel or a change in the role or position of such key personnel
- ii. Should any of the above actions occur, RRAC's written consent must be promptly requested, and RRAC must be provided with enough details of the proposed change (including, among other things, the information that is

required in this RFQ/P) to facilitate RRAC's consideration thereof. RRAC may accept, reject, or seek additional information at its sole discretion. Regarding the Respondent, RRAC will base its decision on whether the Respondent still meets the minimum criteria contained in this RFQ/P and whether RRAC would still have selected the Respondent if the change had occurred before submission of the RFQ/P response

6. AGREEMENT AND TERMS AND CONDITIONS

a. Agreement

RRAC and the Awarded Respondent may utilize the RRAC Standard CMAR Contract (See **Exhibit A**) but RRAC reserves the right to modify contract language if deemed appropriate in its sole discretion.

b. Terms and Conditions set forth in the documents that will be referenced in the Contract:

- Exhibit A: RRAC Preconstruction Services Contract
- Exhibit B: RRAC General Terms and Conditions for Construction Contracts
- Exhibit C: Required Contract Provisions for Airport Improvement Program and Obligated Sponsors
- Exhibit D: SIDA Badge Application Package
- Exhibit E: RRAC Standard Performance Bond
- Exhibit F: RRAC Standard Payment Bond
- Exhibit G: Written Documentation Regarding the use of CMAR Delivery Method
- Exhibit H: RFP/RFQ Scoring Matrix
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- Exhibit J: Preconstruction Services Fees
- Exhibit K: ROA Terminal Improvements Concept Drawings

c. Airport security

The Respondent shall be aware of the requirements for accessing the secure airside of the Airport and take into consideration costs and time associated with the Airport's badging requirements. The Respondent shall be aware of the requirements defined by **Exhibit B**: RRAC General Terms and Conditions for Construction Contracts. Additionally, the Respondent shall be aware of the RRAC SIDA Badge Application Package and applicable requirements as included as **Exhibit D** in this RFQ package.

7. STEP 1: RFQ RESPONDENTS RESPONSE, EVALUATION CRITERIA & SCORING

a. RFQ Format and Content

- i. Respondents must provide submissions via the two different methods outlined in Instructions to Respondents.
- ii. The completed RFQ package shall be provided in a single combined PDF format.
- iii. The RFQ limits the number of pages to a maximum of forty (40) pages.
- iv. The RFQ should allow the PDF to be printed on 8-1/2" X 11", however, pages with organizational charts, matrices, or diagrams may be printed on 11"x17" sheets maximum size as indicated in each section below. Respondent shall orient all sheets to read top to bottom and left to right.
- v. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. while maintaining legibility. Non-conforming submissions may be removed from consideration.
- vi. Each RFQ must contain the following sections, organized with bookmarks, to be considered responsive:
 1. RFQ Cover Sheet;
 2. Introduction letter
 3. Table of Contents
 4. Criterion 1: Minimum Qualifications
 5. Criterion 2: Organization & Experience
 6. Criterion 3: Project Team
 7. Criterion 4: Project Approach
 8. Criterion 5: Schedule & Cost Control

Only Respondents who meet the Minimum Requirements will have their RFQ's evaluated by RRAC. The sections below outline the Selection Criteria RRAC will use to evaluate qualified RFQs and the required organization of the submitted RFQ package. The intent of the RFQ is to encourage responses that clearly communicate the Respondent's understanding of the RRAC's goals and requirements for this Project. Only that information which will be essential to an understanding and evaluation of the RFQ should be submitted. Items not specifically and explicitly related to the RFQ and RFQ, (i.e., brochures, marketing materials, etc.), will not be considered in the evaluation.

All RFQs shall address the following criteria with headings numbered and labeled as shown.

Criterion 1: Minimum Qualifications

Point Value: Pass/Fail

The following requirements have been established as a basis for determining the eligibility of the Respondents. To be considered for award, all Respondents must demonstrate they meet the Minimum Qualifications. A response will be considered non-responsive and will not receive further consideration unless sufficient documentation is provided to determine whether the Respondent meets the following minimum qualifications:

1. Provide evidence of a current Virginia General Construction Class 'A' license.
2. Provide written evidence from a Surety of the Respondent's single project bonding capacity and aggregate bonding capacity at the time of the SOQ submission.
3. Provide evidence of the ability to obtain the insurance coverages and limits as required in **Exhibit B**.
4. Acknowledgement of Addenda (one page per Addenda)
 - a. It is the responsibility of the Respondent to ensure that all addenda have been downloaded from the Commission's website or otherwise received. Failure to submit acknowledgement of each addendum issued may result in the Respondent being deemed non-responsive. Failure of any Respondent to review any addendum will not relieve them from any obligation contained therein.
5. List and describe Respondent's bonding history over the last 10 years involving any claim against the Respondent's payment or performance bond. Explain the circumstances of each, and how each case was resolved, and if the surety company issuing the bond(s) acted upon or expended funds from the bond issuance to satisfy the claim.
6. Describe any cases of litigation in the last 10 years for the Respondent, a Related Entity, or key individuals on the proposed team, where negligence, fraud, or intentional misrepresentation were alleged, or any judgments were rendered. Describe any unresolved claims or disputes with any department, agency, or private entity. For purposes of this information, the term "Related Entity" means any parent, subsidiary, affiliate or guarantor of the Respondent.
7. State whether there are any cases pending against the Respondent, a Related Entity, or officer of either, that, if adversely resolved, would pose a material risk of insolvency to either the Respondent or Guarantor, or materially affect the Respondent's or Guarantor's ability to perform their obligations. Describe if the Respondent or any related entity has a history of bankruptcy or termination of contracts for cause.
8. The respondent may choose not to include matters that were resolved prior to the time that a subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the Airport. RRAC reserves the right to request additional information to explain any of the above litigation matters.
9. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

It is the policy of the RRAC that DBEs will have full and fair opportunities to compete and participate in the performance of this project. Respondents are encouraged to propose participation by DBEs to perform commercially useful functions of the work required in this Solicitation.

The DBE goal set for the project will need to be met through obtaining participation of VADOT certified companies for any area of work related to this project. If the DBE goal is unable to be met, Good Faith Efforts will need to be proven and provided to RRAC.

There is **no** prescribed DBE goal for **pre-construction** services for the Terminal Improvements Project

The minimum goal for **construction phase services** for this project are:

- a. **0.0%** participation by DBEs for the Project.¹
- b. The percentage participation by DBE's is required for the total dollar amount earned for construction phase services of the project. At this time, it is not required that the proposing Respondents commit to a greater level of participation in response to this Solicitation, but shall commit to achieving the established DBE goals by submitting the DBE Commitment Forms

All parties hereto acknowledge that DBE policy is determined and administered by the Federal Government, specifically the United States Congress and Executive Branch agencies such as the United States Department of Transportation and the Federal Aviation Administration. The parties acknowledge that Federal DBE policy may change during the life of this contract, and that the parties shall abide by any such change in policy, as duly enacted or mandated, and shall execute any contractual amendments necessary to place this acknowledgement into effect.

Criterion 2: Organization, Capacity & Experience

Point Value: Up to 15 points

1. Provide a brief description of the Respondent's company size and corporate organizational structure. Include a discussion of the Respondent's financial stability, capacity, resources and bonding capabilities.
2. Prior CMAR and/or airport experience shall not be required as a prerequisite for award of this contract, however RRAC may consider the experience of each Respondent on comparable projects. Describe at least 3 projects of similar size and complexity in the last 10 years, which may include CMAR services, where the Respondent has provided similar services.

Criterion 3: Project Team

Point Value: Up to 20 points

1. The following are considered "Key Individuals" in the Respondent's proposed team:
 - a. **Project Director**, who serves as the single lead for the selected Respondent and acts as the primary point of contact with the Commission. Responsible for the overall management and delivery of the Project.
 - b. **Preconstruction Manager**, responsible for preconstruction services including cost control and scheduling all aspects of the project.
 - c. **Project Scheduler**, shall be responsible for developing and updating the Project Schedule in accordance with the Contract Documents during all phases of Project delivery, including coordination with other ongoing Commission projects and contractors.
 - d. **Construction Project Manager**, responsible for the management and oversight of all construction aspects of the project, including federal grant compliance requirements, risk register, value engineering log.
 - e. **General Superintendent**, responsible for coordinating all construction activities of the project.
2. Respondents shall provide a resume for each proposed key team member. Describe the experience of the Respondent's proposed Key Individual team members that illustrates successful experience providing Preconstruction and Construction services, which may include CMAR services or work at airports, on three (3) projects of similar size and scope within the past ten (10) years, and provide two satisfactory references (provide reference name, airport, telephone number and email) related to that experience.
3. Location & Workload: Identify addresses of the proposed daily working office during pre- construction and proposed daily working office during construction of Key Individuals. As a consideration of the Respondent's recent, current, and projected workloads, the Respondent must also state the commitment and availability of all

¹ ROA has an aspirational DBE goal of 2.4%. Please refer to Section 7-9 for guidance on DBE requirements.

key Individuals listed. The Commission will evaluate these criteria to determine how the Respondent's personnel locations will provide the best value to the project.

4. Include a chart that shows which projects the Key Individuals and proposed subcontractors or subconsultants have worked on together.

Criterion 4: Project Approach

Point Value: Up to 20 points

1. Respondent demonstrates an understanding of the project, operating at an active airport, the constraints that apply to the project and outlines ideas, approaches and strategies that can result in a successful project under those conditions.
2. Describe in detail the Respondent's approach to the Project, with emphasis on how the respondent will engage and collaborate work with the Owner and Project Architect and deliver the Project in an effective, timely, economical and professional manner.
3. Describe the major construction issues the respondent has identified for this project based on the preliminary concept design (**Exhibit K**) and how you intend to address those issues.
4. Describe the Respondent's safety program as it will be applied to this Project.
5. Describe in detail the Respondent's approach to providing quality control services throughout the pre-construction and construction phases of the project.
6. Provide a staffing plan for both preconstruction and construction services. Include both internal staff as well as outside trade partners and explain how they will be utilized to execute the project successfully and efficiently.
7. Describe the Respondent's approach, processes and systems to control the cost and schedule during the preconstruction services phase of the project

Criterion 5: Schedule & Cost Control

Point Value: Up to 10 Points

1. Describe the Respondent and key individuals' past successes in meeting established schedules and budgets for projects of similar size and complexity as a general contractor or CMAR, providing project examples with the bid amount or GMP and final completed construction cost, and initial schedule and actual completion.
2. Describe how the respondent will analyze risk and develop contractor contingency amounts to be included in the GMP(s).
3. Describe how the Respondent will develop and control construction costs for this project, during pre-construction, development of the GMP and construction of the project. Describe the Respondent's approach, processes and systems used to control and report costs
4. Describe Respondent's approach to competitive procurement of subcontractor trades and materials in accordance with the requirements of the CMAR Contract and Contract Documents and development of the GMP(s) in accordance with the construction schedule.
5. Describe the technology and tools the Respondent will use to ensure cost control, risk management, contingency management, subcontractor bidding and schedule management.
6. Describe how the Respondent will develop and control the schedule for this project, during preconstruction, GMP development, and construction of the project.

8. RFQ EVALUATION PROCESS

- a. After submission of the RFQ documentation, RRAC's Selection Committee will evaluate each Response based on the above criteria. The Selection Committee will utilize the Scoring Matrix provided as **Exhibit K** Only Columns 1-4 will be scored. Scoring will not be established for the Pricing and Contract Terms columns at this time. It is the intention of RRAC to shortlist 3-5 Respondents after completion of the evaluation process. The shortlisted Respondents will then move to the RFP and interview stage of the procurement process.
- b. RRAC Evaluation Committee
 - i. The RRAC will convene an Evaluation Committee to review all RFQs submitted in response to this solicitation.
 1. The Evaluation Committee shall consist of at least three members, including employees of RRAC. Outside contractors, architects and engineers serving on a selection committee shall not receive compensation from the RRAC for performing this service, but RRAC may elect to reimburse outside contractors, architects and engineers for travel, lodging and other expenses incurred in connection with service on a selection committee. A person who is a member of a selection committee shall not be a contractor under a contract awarded under this procurement or provide construction, construction services, materials or services under the contract.
 - ii. The Evaluation Committee shall first evaluate the Minimum Requirements. Only Respondents who meet the Minimum Requirements will have their RFQ submissions scored.
 - iii. The Evaluation Committee shall then score each of the Respondent's responses based on the allocated point value established in the Evaluation Criteria Section of this RFQ.
 - iv. The RFQ evaluation process shall result in a short list of three to five Respondents to receive the RFP. Evaluations will focus on relative strengths, weaknesses, deficiencies, and risks associated with the RFQ.
 - v. RRAC reserves the right to obtain clarification or additional information from any of the submitting Respondents.
 - vi. The Evaluation Committee shall make its recommendation on the selection of a shortlist of Respondents to the Airport's President and CEO, or his or her designee, based on their review.
 - vii. At least ten (10) days prior to the date established for the submission of proposals (RFP), the Commission will advise in writing which Respondents are shortlisted, the date and time for the shortlisted Respondents RFP submission and date and times for shortlisted Respondents Interviews.

9. STEP 2: CONTRACT TERMS AND PRICE PROPOSAL

Only Shortlisted Respondents will be invited to participate in Step 2 of the selection process which will consist of two separate submissions:

- Submission 1 – The Respondent's Contract Acknowledgment
- Submission 2 – The Respondent's Price Proposal

Shortlisted Respondents should not provide any cover letters, tabs, section dividers, cover letters or other information other than what is requested in the sections below for each submission.

Failure to submit this information by the deadlines will result in the Respondent's disqualification from the shortlist.

Submission 1 – The Respondent's Contract Acknowledgement

Point Value: Up to 5 Points

1. The Respondent shall submit either:
 - a. An acknowledgement and acceptance of the CMAR Contract without any proposed edits or

modifications, or

b. A "redlined" version of the CMAR Contract which contains the Respondent's proposed edits or modifications to any provisions to which it has any objection.

2. Submission 1 Scoring

a. Respondents that submit an unconditional statement that the Respondent has reviewed the CMAR Contract and that, if selected, will execute the contract without substantial modification, will be scored 5 points.

b. Respondents that submit a proposed redlined contract will be scored based upon the acceptability to the Commission, in its sole discretion, of the Respondent's proposed edits or modifications to the CMAR Contract provisions. For example,

- minor acceptable proposed revisions may receive a score of 5,
- a large volume of substantive proposed revisions that the Commission may find acceptable with some further modification may receive a score of 1,
- a redline with only one substantive proposed revision that is unacceptable to the Commission may receive 0 points for this category.

c. Any proposed revisions to the following CMAR Contract provisions will not be accepted and will be disregarded by the Commission:

- The definition or application of the CMAR Fee, or the re-categorization, of any cost item, is not negotiable as the pricing for all Respondents must be based on comparable terms.
- The CMAR's Minimum Insurance Requirements found in Article 12 of the Agreement are not negotiable, as the pricing for all Respondents must be based on comparable terms, except that the selected CMAR may request a higher deductible or self-insured retention amount in accordance with the CMAR Contract.

3. The Commission reserves the right to disqualify a Respondent if a proposed revision, or the revisions cumulatively, materially modifies the CMAR Contract in a manner which the Commission, in its sole discretion, finds unacceptable.

4. Proposed revised CMAR Contract terms, if any, will be negotiated during competitive negotiations (after scoring and before contract execution). Any revisions which are not identified by the Respondent in response to this section will not be considered by the Commission, and the Authority's failure to negotiate any such terms shall not be an excusable reason for the Respondent not to execute the CMAR Contract. The Commission's scoring of any Respondent's proposed revisions shall not be interpreted as such proposed revisions are acceptable to the Commission. If the parties cannot reach an accord on the final terms of an acceptable CMAR Contract, in its sole discretion, the Commission may elect to terminate the negotiations and commence negotiations with the next-ranked Respondent.

Submission 2 – The Respondent's Price Proposal

Point Value: Up to 30 points

Pricing: The Respondent must address all Pricing section items and provide the information and documentation required. The Respondent must submit completed Forms as follows:

1. **Pre-Construction Services Fees:** Submit a not-to-exceed (NTE) cost for Construction Management preconstruction services based upon information provided in this RFP. Include all insurance, fees and bond cost. Labor costs shall be based on the staff labor rate and total hours by completing **Exhibit J** spreadsheets "Preconstruction Services Fee Proposal".

Construction Fee Proposal shall be submitted for all phases of the Terminal Improvements project. List the proposed construction management office staff. If the entire staff are not known, list the positions and titles

required. The staffing plan must be comprehensive in order to capture the total management staff hours. Personnel should include the project management staff, including, but not limited to: project managers, administrative staff, office engineers, estimators, schedulers, superintendents and other required staff. Use fully burdened labor charge rates which will be used to compute the labor component of the Pre-Construction Services. Complete the tabulation of all non-labor costs provided at the bottom of **Exhibit J**. The expenses may include cost for such items as, telephones, vehicles and transportation cost; outside staff, reimbursable costs, other general expenses, overhead and fees (for Pre-Construction only).

2. Construction Services Fees:

Construction Manager at Risk Fee: Respondents shall submit the Construction Manager at Risk Fee in a percent cost format in **Exhibit I**. **The Construction Manager at Risk Fee shall be as defined in Exhibit B, the RRAC General Terms and Conditions for Construction Contracts.**

Insurance %: Respondent shall submit their Insurance fee in a percent cost format in **Exhibit I**. Submit as a percent of the total estimated GMP. For purposes of proposal development, assume **\$55M** construction cost for the project

Performance and Payment Bond: Respondents shall submit the "Performance and Payment Bond" in a percent cost format in **Exhibits I**. For purposes of proposal development, assume **\$55M** construction cost for the project.

10. INTERVIEW PROCESS

- a. The Selection Committee will use the interviews of shortlisted firms to clarify any questions or topics from its review of the RFQ and RFP submissions and confirm or modify its evaluation of these submissions.
- b. The proposed key individuals who lead the Respondent's preconstruction and construction teams and will have day-to-day responsibility for each phase of the Project, will be expected to participate and lead the interview presentations.
- c. The interview will address the Respondent's qualifications, approach to this project, ability to furnish the required services and any other questions that may be included with the shortlist notification.
- d. Interviews will include up to a 45-minute presentation by the shortlisted Respondents, with an additional 15 minutes for questions from the evaluation committee.
- e. Electronic copies of interview presentations must be furnished to RRAC at the time of the interview.

11. RFP EVALUATION PROCESS

- a. After submission of the RFP documentation and completion of the interview process, RRAC's Selection Committee will reconvene to evaluate each Respondent and utilize the Scoring Matrix provided as **Exhibit K**. The Selection Committee may adjust any of its prior scoring of the Step 1 RFQ based on new information relevant to specific criteria in Step 1 which was obtained in the Step 2 RFP and interview process.
- b. The scoring of all Columns in the Scoring Matrix will be calculated and summarized for a final ranking.
- c. After the Respondent's scores are ranked, RRAC will either:
 - i. Conduct negotiations with the Respondent submitting the highest ranked proposal. In the event such negotiations are unsuccessful, the Commission may proceed to negotiate with the next highest respondent.;
or
 - ii. Should RRAC determine in writing and in its sole discretion that only one Respondent is fully qualified or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.
- d. The Committee will make its recommendation on the selection of a construction manager to the Airport's President and CEO, or his or her designee, based on its evaluations and negotiations. The contract shall be awarded to the Respondent who is fully qualified and has been determined to have provided the best value in response to the RFP.
- e. The Commission will notify all Respondents who submitted proposals which Respondent was selected for the project. Alternatively, the Commission may notify all Respondents who submitted proposals of the Commission's intent to award the contract to a particular Respondent at any time after the President and CEO has selected the construction manager. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one Respondent.

12. CMAR SELECTION, NEGOTIATIONS AND MODIFICATION OF CONTRACT DOCUMENTS.

- a. RRAC reserves the sole right to select the most qualified Respondent deemed to be in the best interests of RRAC.

- b. RRAC may conduct a due diligence review on the Respondent receiving the highest ranking to verify information provided is true and accurate.
- c. RRAC may, at its option, conduct negotiations with the selected Respondent regarding any issues pertaining to details of contract performance, methods of construction, timing, assignment of risk in specified areas, preconstruction costs, the proposed CMAR fee, Insurance and Taxes Fee, General Conditions Fee and other matters that may affect cost or quality, provided that the general work scope remains the same and that the field of competition does not change as a result of material changes to the requirements stated in the RFQ.
- d. RRAC will make such modifications to the form agreements as it may determine, in the exercise of its sole discretion, to correct any inconsistencies, ambiguities, or errors that may exist in the form agreements, and to clarify contract terms, including technical requirements and specifications, if any.
- e. If, in the RRAC's sole discretion, it determines that the highest ranked Respondent is not responsive to the negotiation process, or that the parties will be unable to reach a mutually acceptable agreement, the RRAC may terminate negotiations with the Respondent. RRAC will then initiate negotiations with the next highest ranked Respondent until RRAC either successfully negotiates an agreement or cancels the procurement.
- f. Upon RRAC's completion of successful negotiations with a Respondent, RRAC will schedule the negotiated contract agreement for approval by the Commission Board and execution by the Airport's President and CEO, or his or her designee.
- g. If the recommended Respondent cannot execute the CMAR contract agreement within 15 business days of receipt of the negotiated agreement, or such later date as RRAC may authorize, RRAC may enter negotiations with the next chosen Respondent.
- h. The CMAR contract agreement is not binding on either party until the agreement is fully executed by both parties.
- i. Once a contract is executed with the successful Respondent, the procurement is complete.

13. REPRESENTATIONS, CONDITIONS AND RRAC REQUIREMENTS

- a. COMMUNICATION WITH RRAC STAFF AND COMMISSION BOARD AND REQUESTS FOR INTERPRETATION OF CLARIFICATION
 - i. All communications, of any nature with respect to this RFQ, shall be addressed to the Procurement Manager identified earlier in this RFQ.
 - ii. Respondents may not attempt to contact members of the RRAC Board, or anyone associated with the implementation of the RFQ to discuss or ask questions about the contents of the RFQ, other than the Procurement Manager.
 - iii. Improper contact with RRAC personnel or others may result in disqualification of Respondent.
 - iv. Unless specifically provided otherwise, communication limits do not apply to:
 - 1. Oral communications at the Pre-Solicitation or Pre- Proposal Conference;
 - 2. Oral communications during an interview;
 - 3. Oral communications during any duly noticed Board meeting; and
 - 4. Communications relating to procurement protests made in accordance with the RRAC Protest Policy.
- b. DUTIES AND OBLIGATIONS OF RESPONDENTS IN THE RFQ PROCESS
 - i. Interested Respondents are expected to fully inform themselves as to all conditions, requirements and specifications of this RFQ before submitting an RFQ.
 - ii. Respondents must perform their own evaluation and due diligence verification of all information and data provided by the RRAC regarding this RFQ.
 - iii. RRAC makes no representations or warranties regarding any information or data provided.
 - iv. Respondents are expected to promptly notify the Procurement Manager in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.
 - v. By submitting an SOQ, the Respondent represents to the Commission that if it is selected, it will execute a CMAR Contract and that it has adequately investigated the existing site conditions and the existing Owner records to allow the Respondent to properly perform the work. In addition, by submitting an SOQ/Proposal, the Respondent certifies that it is fully informed of the conditions to be encountered, of the character, quality and general quantities of work to be performed, labor conditions, and materials to be furnished and has included in its proposal all items necessary for the proper execution and completion of the work. The selected Respondent shall not be relieved of its obligation to furnish all material, equipment, labor, and services necessary to carry out the provisions of the contract and to complete

the contemplated work for the consideration set forth in its Price Proposal by reason of having failed to inform itself with respect to those matters.

c. **ADDENDA AND QUESTIONS & ANSWERS**

- i. In order to clarify or modify any part of this RFQ, addenda may be issued and posted on the eVA and Commission Website.
- ii. Respondents must submit questions or requests for clarification or information in writing to the Procurement Manager by the due date for questions stated in the RFQ schedule.
- iii. Questions and Answers not addressed through an addendum are solely for informational purposes and do not change any elements or aspects of the RFQ document.

d. **NO COLLUSION, BRIBERY OR CONFLICT OF INTEREST**

- i. By responding to this RFQ, the Respondent is deemed to have represented and warranted that its RFQ submittal is not made in connection with any competing Respondent submitting a separate response to this RFQ and is in all respects fair and without collusion or fraud.
- ii. Furthermore, the Respondent is deemed to have represented and warranted that it, any of its affiliates or subconsultants, or any employee of any of the foregoing, has not bribed, nor attempted to bribe, any RRAC Staff, RRAC Board Member, or other government official at the local, state or federal level, in connection with this RFQ.
- iii. Respondents shall comply with all applicable RRAC's policies and procedures.

e. **PUBLIC RECORDS.**

- i. Upon receipt by RRAC, each RFQ becomes the property of RRAC and is considered a Public Record except for material that qualifies as "Trade Secret" information under Virginia Law.
- ii. RFQs will be reviewed by the Procurement Manager, as well as other RRAC staff and selection committee members. After RRAC has executed a contract with a selected respondent, the RFQ and RFP's will also be available to members of the public who submit public record requests.
- iii. To properly designate material as a trade secret under these circumstances, each Respondent must take the following precautions:
 1. Each Respondent is to submit a single electronic copy (PDF) of the RFQ Response. Any trade secrets submitted by the Respondent should be segregated within the pdf and have a cover sheet denoting "Following pages contains Trade Secrets – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Qualification Package."; and the same trade secret / confidentiality designation should be watermarked on each pdf page of the trade secret materials contained in the file.
 2. In providing an RFQ and RFP, each Respondent agrees that RRAC may reveal any trade secret materials contained in such response to the Procurement Manager, all RRAC staff and other individuals involved in the evaluation process and to any outside Company or third parties who serve on the Selection Team or who are hired by RRAC to assist in the selection process.
 3. Furthermore, each Respondent agrees to defend, indemnify and hold harmless RRAC and each of its employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the Respondent has designated as a trade secret.
 4. Any Respondent that designates its entire RFQ as a trade secret may be removed from consideration.

f. **COST OF RFQ PREPARATION**

- i. RRAC accepts no liability for the costs and expenses incurred by Respondents responding to this RFQ / RFP, in preparing responses for clarification, in attending interviews, participating in contract development sessions, or in attending meetings and presentations required for the contract approval process.
- ii. Each Respondent that enters the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Respondent cannot make any claims whatsoever for the reimbursement from RRAC for the costs and expenses associated with the procurement process.
- iii. The RFQ and RFP does not commit RRAC to pay any costs incurred by the Respondent prior to the execution of a final contract.

g. **THE COMMISSION'S RESERVED RIGHTS AND OPTIONS**

- i. The Commission reserves the following rights, which may be exercised at the Commission's sole discretion:
 1. To Supplement, amend, substitute, withdraw or otherwise modify this RFQ at any time;

2. To request substitutions of any key team member of the selected Respondent(s), including staff and subconsultants;
3. To contact any Respondent or Sub-contractor Team Member if deemed desirable by the Commission to obtain additional information, including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing;
4. To conduct due diligence with respect to the qualifications and experience of each Respondent;
5. To waive any defect or irregularity in any RFQ/ RFP received, or any technicalities or informalities;
6. To correct any obvious mathematical errors in a price proposal or request any additional information that may be needed to fully understand a proposal;
7. To share the RFQ/RFP submissions with Commission employees other than the Evaluation Committee and other third parties engaged by the Commission to participate in the selection process;
8. To award all, none, or any part of the scope of work set forth in this RFQ, that the Commission determines to be in the best interests of the Commission with or without re-solicitation;
9. To discuss and negotiate with the selected Respondent any terms and conditions in the RFQ, including but not limited to financial terms;
10. To enter into any agreement deemed by the Commission to be in the best interests of the Commission;
11. To award all, none, or any part of the scope of work set forth in this RFQ/RFP, with or without re-solicitation;
12. To reject any or all RFQ submitted; and
13. To re-advertise for Qualifications using this RFQ or a different RFQ or solicitation.

h. OWNERSHIP OF WORK PRODUCTS

- i. RRAC shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the Respondent pursuant to any contract under this RFQ / RFP, including without limitation, the right to copy, use, disclose, distribute, and make derivations of the work for any purpose or to assign such rights to any third party.
- ii. The work shall be prepared in RRAC's name, copyright, ownership and shall be the sole and exclusive property of RRAC, whether or not the work contemplated therein is performed.
- iii. RRAC will grant the Respondent a royalty-free, nonexclusive license to use and copy the Work to the extent necessary to perform the contract.

i. NO LOBBYING

- i. The Respondent certifies that it has not and will not pay any person(s) or organization(s) to influence or attempt to influence an RRAC employee, Selection Committee Member or RRAC Airport Board Member in connection with obtaining a contract under this RFQ.

j. COMPLIANCE WITH ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY LAWS AND REGULATIONS.

- i. Respondents must comply with all applicable federal, state and local anti-discrimination and equal opportunity statutes, regulations and executive orders.

k. TITLE VI SOLICITATION NOTICE.

- i. RRAC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses and/or contractors will be afforded full and fair opportunity to submit bids in response to this invitation and no business and/or contractor will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.

l. REASONABLE ACCOMMODATIONS

- i. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Commission as soon as possible.



EXHIBIT A

RRAC Preconstruction Services Contract

**ROA TERMINAL IMPROVEMENTS PROJECT
CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES
PROJECT NO.**

CONTRACT No. 26-001

THIS CONTRACT, made and entered into this by and between Roanoke Regional Airport Commission, hereinafter designated the "Commission" and CMAR's Name, hereinafter designated the "Construction Manager at Risk" or "CMAR."

RECITALS

- A. The CEO of Roanoke Regional Airport Commission, is authorized and empowered by provisions of the Commission to execute contracts for professional services and construction services.
- B. The Commission intends to construct fixed facilities for ROA Terminal Improvements Project, as described in Exhibit A attached, hereinafter referred to as the "Project."
- C. To undertake the design of said Project the Commission has entered into a contract with Abstract Group, Inc., hereinafter referred to as the "Design Professional."
- D. The CMAR has represented to the Commission the ability to provide design phase services and to construct the Project.
- E. Based on this representation, the Commission intends to enter into a contract with the CMAR for the design phase services identified in this contract. At the end of the design phase, at the Commission's discretion, the Commission may enter into a separate construction contract with the CMAR for construction phase services based on the approved Guaranteed Maximum Price (GMP) proposal.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Commission and the CMAR as follows:

ARTICLE 1 - TERMS AND DEFINITIONS

"Agreement (Contract)" means this written document signed by the Commission and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

"Allowance" means an estimated dollar amount determined jointly by the Commission and the CMAR that is included in the Contract for the purpose of encumbering funds to cover the cost of items which have not been specified explicitly in the Contract. Allowance items may not be completely defined when the Contract is executed, but may be necessary to complete the project. Contract allowances are controlled by the Commission.

"Alternate Systems Evaluations" means alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets Commission requirements.

"Change Order (Amendment)" means a written instrument issued after execution of the Contract Documents signed by the Commission and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.

"Commission (Owner)" means the Roanoke Regional Airport Commission, with whom CMAR has entered into this Contract and for whom the services are to be provided pursuant to said Contract.

"Construction Documents" means the plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

"Construction Manager at Risk (CMAR)" means the firm, corporation, or other approved legal entity with whom the Commission has entered into this Contract to provide services as detailed in this Contract.

"Construction Services" means all services that will be required under a separate contractual agreement to construct the Project.

"Contract Amount" means the cost for services for this Contract as identified in Article 4.

"Contract Documents" means the following items and documents in descending order of precedence executed by the Commission and the CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Contract Time" means the period of time specified as Days as set forth in the construction contract, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

"Day(s)" means calendar day unless otherwise specifically noted in the Contract Documents.

"Deliverables" means the work products prepared by the CMAR in performing the scope of work described in this Agreement. Some of the major deliverables to be prepared and provided by the CMAR during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Alternative System Evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, and others as indicated in this Agreement or required by the Project Team.

"Design Phase Services" means all services required under this Agreement and any subsequent Amendments necessary to design the Project.

"Design Professional" means the qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.

"Drawings (Plans)" means documents which visually represent the scope, extent and character of the Work to be furnished and performed by the CMAR during the construction phase and which have been prepared or approved by the Design Professional and the Commission. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design drawings, preliminary design drawings, detailed design drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"Guaranteed Maximum Price (GMP) Proposal" means the Construction Services offer or proposal of the CMAR setting forth the GMP prices for the entire Work or portions of the Work.

"Laws and Regulations; Laws or Regulations" means any and all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any work.

"Notice to Proceed (NTP)" means a written notice given by Commission to the CMAR fixing the date on which the CMAR will start to perform the CMAR's obligations under this Agreement.

"Payment Request" means the form that is accepted by the Commission and used by the CMAR in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the Commission.

"Project" means as described in the Recital above and Exhibit "A" attached.

"Project Schedule" means a Critical Path Method (CPM) diagram schedule for the Design Phase Services and the Construction Services.

"Project Team" means design phase services team consisting of the Design Professional, CMAR, Commission and other stakeholders who are responsible for making decisions regarding the Project.

"Site" means the land or premises on which the Project is located.

"Specifications" means the part(s) of the Contract Documents for the Construction Services consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" or "Subconsultant" means an individual or firm having a direct contract with the CMAR or any other individual or firm that, at any tier, has a contract with a Subcontractor or Subconsultant and that undertakes to performing a part of the Work for which the CMAR is responsible.

"Supplier" means a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the Construction Services by the CMAR or any Subcontractor.

"Work" means all construction, materials, labor, equipment, and services (including procuring and furnishing materials, equipment, services, and transportation) reasonably inferable from the Contract Documents.

ARTICLE 2 - BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 The CMAR, to further the interests of the Commission, will perform the services required by, and in accordance with this Contract, to the satisfaction of the Commission Executive Director, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Roanoke, Virginia would exercise at such time, under similar conditions. The CMAR will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the Commission.

2.1.2 Program Evaluation: As a participating member of the Project Team, the CMAR will provide to the Commission and Design Professional a written evaluation of the Commission's Project

Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.

- 2.1.3 Project Meetings: The CMAR will attend Project Team meetings which may include, but are not limited to, Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.
- 2.1.4 The CMAR will provide Design Phase Services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CMAR will promptly notify the Commission in writing whenever the CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate or Project Schedule to the extent such are established.
- 2.1.5 The CMAR, when requested by the Commission, will attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CMAR will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 **CONSTRUCTION MANAGEMENT PLAN**

- 2.2.1 The CMAR will prepare and/or maintain a Construction Management Plan (CMP), which may include the CMAR's professional opinions concerning: (1) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (2) existing facility investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (3) alternate strategies for fast tracking and/or phasing the construction, (4) the number of separate sub agreements to be awarded to Subcontractors and Suppliers for the Project construction, (5) permitting strategy, (6) safety and training programs, (7) construction quality control, (8) a commissioning program, (9) the cost estimate and basis of the model, and (10) a matrix summarizing each Project Team member's responsibilities and roles.
- 2.2.2 The CMAR may add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (1) revisions in Drawings and Specifications; (2) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the Commission, Design Professional or the CMAR, (3) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right-of-way, (4) the fast tracking if any of the construction, or other chosen construction delivery methods, (5) the requisite number of separate bidding documents to be advertised, (6) the status of the procurement of long-lead time equipment (if any) and/or materials, and (7) funding issues identified by the Commission.

2.3 **PROJECT SCHEDULE**

- 2.3.1 The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CMAR will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM)

technique, unless required otherwise, in writing by the Commission. The CMAR will use scheduling software to develop the Project Schedule that is acceptable to the Commission. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.

- 2.3.2. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.
 - 2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CMP diagram shall be presented in a time scaled graphical format for the Project as a whole.
 - 2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.
 - 2.3.2.3 The activities making up the schedule shall include sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
 - 2.3.2.4 The CPM diagram schedule shall be based upon activities which would coincide with the schedule of values.
 - 2.3.2.5 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
 - 2.3.2.6 The schedule shall show milestones, including milestones for Commission-furnished information, and shall include activities for Commission-furnished equipment and furniture when those activities are interrelated with the CMAR activities.
 - 2.3.2.7 The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.
- 2.3.3 The Project Schedule shall consider the Commission's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 2.3.4 Float time shall be as prescribed below:
 - 2.3.4.1 The total Float within the overall schedule is not for the exclusive use of either the Commission or the CMAR but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.
 - 2.3.4.2 The CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.
 - 2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that Commission-caused delays on the Project may be offset by Commission-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all Commission-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

- 2.3.5 The Project Schedule will be updated and maintained by the CMAR throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CMAR's plan for the performance of the construction phase Work. The CMAR will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the weekly Project Team meetings. The CMAR will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6 Project Phasing: If phased construction is deemed appropriate and the Commission and Design Professional approve, the CMAR will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of delivering portions of the Work to meet available funding sources, reducing impacts to airport operations, reducing the Project Schedule and/or Cost of the Work. The CMAR will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 The CMAR will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.
- 2.4.2 The CMAR will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CMAR to construct the Project. Before initiating construction operations, the CMAR may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.
- 2.4.3 The CMAR will meet with the Project Team as required to review designs during their development. The CMAR will familiarize itself with the evolving documents through the various design phases. The CMAR will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CMAR will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CMAR will recommend cost effective alternatives.
- 2.4.4 The CMAR will routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.
- 2.4.4.1 Constructability Reviews: The CMAR will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage

of materials, staging of site facilities, construction parking, and other similar pertinent issues.

- 2.4.4.2 Biddability Reviews: The CMAR will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.
- 2.4.4.3 The results of the reviews will be provided to the Commission in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the Commission, the CMAR will meet with the Commission and Design Professional to discuss any findings and review reports.
- 2.4.4.4 The CMAR's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CMAR.
- 2.4.5 Notification of Variance or Deficiency: It is the CMAR's responsibility to assist the Design Professional in ascertaining that, in the CMAR's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and Commission in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.
- 2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CMAR in cooperation with the Design Professional will perform a cost benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CMAR will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

- 2.5.1 Unless otherwise agreed by both parties, within 14 days after receipt of the documents for the various phases of design, the CMAR shall provide a detailed cost estimate and a written review of the documents. The Design Professional and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the Commission will make the final determination.
- 2.5.2 If any estimate submitted to the Commission exceeds previously accepted estimates or the Commission's Project budget, the CMAR shall make appropriate recommendations on methods and materials to the Commission and Design Professional that he believes will bring the project back into the Project budget.
- 2.5.3 In between these milestone estimates, the CMAR shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of the CMAR to keep the Commission and Design

Professional informed as to the major trend changes in costs relative to the Commission's budget.

- 2.5.4 If requested by the Commission, the CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the Commission in the financing process.

2.6 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- 2.6.1 It is the policy of the RRAC that DBEs will have full and fair opportunities to compete and participate in the performance of this project. Respondents are encouraged to propose participation by DBEs to perform commercially useful functions of the work required in this Solicitation.
- 2.6.2 The DBE goal set for the project will need to be met through obtaining participation of VADOT certified companies for any area of work related to this project. If the DBE goal is unable to be met, Good Faith Efforts will need to be proven and provided to RRAC.
- 2.6.3 There is **no** prescribed DBE goal for pre-construction services for the Terminal Improvements Project
- 2.6.4 All parties hereto acknowledge that DBE policy is determined and administered by the Federal Government, specifically the United States Congress and Executive Branch agencies such as the United States Department of Transportation and the Federal Aviation Administration. The parties acknowledge that Federal DBE policy may change during the life of this contract, and that the parties shall abide by any such change in policy, as duly enacted or mandated, and shall execute any contractual amendments necessary to place this acknowledgement into effect.

2.7 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 2.7.1 The selection of major Subcontractors and major Suppliers may occur prior to submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CMAR. In any case, the CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers.
- 2.7.1.1 The CMAR will prepare a Subcontractor/Supplier selection plan and submit the plan to the Commission for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be selected by qualifications only per Section 2.7.2 and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 2.7.3. This plan will also identify those subcontractors that will not be selected through a formalized qualifications-based selection process. The subcontractor selection plan must be consistent with the selection requirements included in this Contract.
- 2.7.2 Selection by qualifications only: The Commission may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the CMAR can demonstrate it is in the best interest of the Project.
- 2.7.2.1 Qualification based selection of a Subcontractor(s)/Supplier(s) should only occur during the design phase to achieve maximum benefit of the subcontractors' involvement prior to the submittal of the GMP Proposal.
- 2.7.2.2 The CMAR shall apply the approved subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the Commission with its review and recommendation.

- 2.7.2.3 The CMAR must receive Commission approval of the selected Subcontractor(s)/Supplier(s).
- 2.7.2.4 The CMAR will negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.
- 2.7.3 Selection by qualifications and competitive bid - The CMAR shall apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the Commission with its process to prequalify prospective subcontractors and suppliers. All Work for major subconsultants and major suppliers shall then be competitively bid to the prequalified subcontractors unless a Subcontractor or Supplier was selected pursuant to paragraph 2.7.2 above. Competitive bids may occur prior to or after the GMP Proposal(s).

2.8 **GUARANTEED MAXIMUM PRICE DEVELOPMENT**

At the end of the Preconstruction Phase, the CMAR will develop a proposed GMP(s) for the entire Work (or portions thereof) and will present the GMP in a format acceptable to the Commission (see Exhibit "D" attached). Due to the potential for the Commission to update procedures without notice, the CMAR must verify the current Exhibit D requirements and procedures when entering into these services with the Commission.

The Commission may request a GMP proposal for all or any portion of the Project and at any time during the design phase. Any GMP proposals submitted by the CMAR will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP proposal(s) are based.

The CMAR, in preparing any GMP proposal, will obtain from the Design Professional, four sets of signed, sealed, and dated plans and specifications (including all addenda). The CMAR will prepare its GMP in accordance with the Commission's request for GMP proposal requirements based on the most current completed plans and specifications at that time. The CMAR will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications. The CMAR will send two sets of those documents to the Commission's Project Manager, keep one set, and return the fourth set to the Design Professional.

An updated or revised Project Schedule will be included with each GMP proposal(s) that reflects the GMP Plans and Specifications. All Project Schedule updates or revisions will continue to comply with the requirements of § 2.3.

2.9 **GMP PROPOSAL REVIEW AND APPROVAL**

The CMAR will meet with the Commission and Design Professional to review the GMP proposal(s) and the written statement of its basis. In the event the Commission or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CMAR will make adjustments as necessary to the GMP proposal, its basis or both.

Upon receipt of any GMP proposal from the CMAR, the Commission may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP proposals.

If the CMAR's GMP proposal is greater than the independent third party or Design Professional's estimate, the Commission may require the CMAR to reconfirm its GMP proposal. The CMAR will accept the independent third party or Design Professional's estimate for the Cost of Work as part

of his GMP or present a report within seven Days of a written request to the Commission identifying, explaining and substantiating the differences. The CMAR may be requested to, or at its own discretion, submit a revised GMP proposal for consideration by the Commission. At that time the Commission may do one of the following:

Accept the CMAR original or revised GMP proposal, if within the Commission's budget, without comment.

Accept the CMAR original or revised GMP proposal that exceeds the Commission's budget, and indicate in writing to the CMAR that the Project budget has been increased to fund the differences.

Reject the CMAR's original or revised GMP proposal because it exceeds the Commission's budget, the independent third party or Design Professional's estimate, in which event, the Commission may terminate this Agreement.

If design changes are required during the review and negotiation of GMP proposals, the Commission will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP proposal. Such revised Construction Documents will be furnished to the CMAR. The CMAR will promptly notify the Design Professional and Commission in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

GUARANTEED MAXIMUM PRICE (GMP)

The Guaranteed Maximum Price is composed of the following not-to-exceed cost reimbursable or lump sum amounts defined below. The CMAR is at risk to cover any additional Project costs. Any amounts in excess of the actual Cost of the Work and/or CMAR's Contingency shall revert to the Commission.

The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

The General Conditions will be a firm fixed lump sums for the management of the Project, but subject to adjustments as permitted in the Contract Documents.

The General Conditions will include bonds and insurance premiums based on the full Contract Price.

General Requirements costs will be not-to-exceed reimbursable amounts for overhead directly related to the Work, the cost of which is not easily determined and not included in the established monthly project management General Conditions.

The CMAR's Contingency is an amount the CMAR may use under the following conditions: (1) at its discretion for unexpected or unusual increases in the Cost of the Work, and for additional General Requirements or (2) with written approval of the Commission for increases in General Condition lump sum amount. The CMAR may not use the CMAR's Contingency for costs relating to defective Work. The CMAR's Contingency is assumed to be a direct Project cost, consequently, it will receive all markups at the time of GMP proposal submission.

The amount of CMAR's Contingency for each GMP proposal will be negotiated separately and shall reflect the CMAR's risk from that point in the Project forward.

When the CMAR utilizes the CMAR's Contingency, the CMAR shall provide the Commission a description of the Work and a detailed cost breakdown. The CMAR shall make the appropriate

changes to the Schedule of Values with the next regular progress Payment Request. The CMAR shall deduct the amount used from the CMAR's Contingency line item and add the same amount to the Schedule of Values line items to which the funds are allocated. The CMAR shall indicate if the CMAR's Contingency is used for a new line item not in the original Schedule of Values.

A copy of the change order from the CMAR to the appropriate Subcontractors may be requested by the Commission.

When the Cost of Work for a subcontracted item on the Schedule of Value is less than the amount approved in the GMP, the unused value of the subcontracted item shall be added to the CMAR's Contingency.

Taxes are deemed to include all sales, use, consumer and other taxes that are in force when this Agreement is negotiated or when each GMP proposal is concluded, whether or not then effective or merely scheduled to go into effect. Taxes are actual costs and is a not-to-exceed reimbursable amount. The CMAR is responsible for accounting for these variations.

GMP Amendments are cumulative.

If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes shall be determined by Article 6 of the CMAR Construction Services Contract.

2.10 Owner's Contingency

The Owner's Contingency are funds to be used at the discretion of the Owner usually from costs that result from Owner directed changes or Unforeseen Site Conditions. Owner's Contingency is added to the GMP amount provided by the CMAR, the sum of which is the total Contract Price for construction. Markups for Construction Fee and taxes are applied by the CMAR at the time that Owner's Contingency is used. The Commission and the CMAR delegate the authority to approve Owner's Contingency to their respective representatives as identified in the Construction Services Contract

Use of the Owner's Contingency shall be as prescribed in Article 6 of the CMAR Construction Services Contract.

2.11 Taxes

State and Local Taxes.

In accordance with applicable state and local law, Virginia's Retail Sales and Use Tax may be applicable to this transaction. The state and local sales tax burden is on the person who is conducting business in Virginia and the City of Roanoke. The legal liability to remit the tax is on the person conducting business in Virginia. Any failure by the Contractor to collect applicable taxes from the Commission will not relieve the Contractor from its obligation to remit taxes.

It is the responsibility of the CMAR to determine any applicable taxes. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting a GMP proposal.

If the Commission finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the Commission for that amount, and by contracting with the Commission agrees to remit any overpayments back to the Commission for miscalculations on

taxes.

Tax Indemnification.

Contractor will, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor will, and require the same of all subcontractors, hold the Commission harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

Tax Responsibility Qualification:

The CMAR may be required to establish, to the satisfaction of Commission, that any and all fees and taxes due to the City or the State of Virginia for any Retail Sales and Use Tax or similar excise taxes, are currently paid (except for- matters under legal protest).

Contractor agrees to a waiver of the confidentiality provisions contained in the Commission Finance Code and any similar confidentiality provisions contained in Virginia Code relative to Retail Sales and Use tax.

Contractor agrees to provide written authorization to the Commission and to the Virginia Department of Taxation to release tax information relative to Virginia's Retail and Use Tax in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 The design phase services described in this Contract will be performed by CMAR in accordance with the most current update/revised Project Schedule. Failure on the part of the CMAR to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the Commission.
- 3.1.1 Upon failure to adhere to the approved schedule, Commission may provide written notice to CMAR that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CMAR's receipt of such notice.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for here in should fall on a Saturday, Sunday, or holiday for the Commission, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal Commission holiday. Except as may otherwise be set forth herein, any performance provided for here in will be timely made if completed no later than 5:00 p.m. (Roanoke time) on the day of performance.

ARTICLE 4 - CONTRACT AMOUNT AND PAYMENTS

- 4.1 **CONTRACT AMOUNT**
- 4.1.1 Based on the design phase services fee proposal submitted by the CMAR and accepted by the Commission (which by reference is made a part of this Contract);

The Commission will pay the CMAR a fee not to exceed as follows:

For the basic services described in Article 2, the CMAR shall receive a fee not to exceed: \$XXX

<u>Additional services and allowances</u> , as described in subsection 4.3:	
Existing facility and Subsurface Investigation	\$XXX
Total Contract Amount, not to exceed,	\$XXX

4.2 PAYMENTS

- 4.2.1 Requests for monthly payments by the CMAR for design phase services will be submitted on the Commission's "Contract Payment Request" form and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.
- 4.2.2 The fees for the CMAR and any Subconsultants will be based upon the hourly rate schedule included as Exhibit B attached.
- 4.2.3 The CMAR will pay all sums due Subcontractors/Subconsultants' for services and reimbursable expenses within 7 Days after the CMAR has received payment for those services from the Commission. In no event will the Commission pay more than 90 percent of the Contract Amount until final acceptance of the all design phase services.
- 4.2.4 The CMAR agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the Commission during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the Commission of any of its legal rights herein.
- 4.2.5 If any service(s) executed by the CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CMAR, the CMAR is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

- 4.3.1 The following Additional Services will be required for the successful completion of this Project. Mark-ups are not authorized and only the reimbursables specifically identified below will be reimbursed as authorized herein:
- 4.31.1 If approved by the Commission, The CMAR will provide existing facility and subsurface investigation, including associated project staff and program setup. The cost for such service will not exceed \$XXX without further approval of the Commission.

ARTICLE 5 COMMISSION'S RESPONSIBILITIES

- 5.1 The Commission, at no cost to the CMAR, will furnish the following information:
 - 5.1.1 One copy of data the Commission determines pertinent to the Work. However, the CMAR will be responsible for searching the records and requesting information it deems reasonably required for the Project.
 - 5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
 - 5.1.3 The name of the Commission employee or Commission's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the Commission on any aspect of the Work or Deliverables will be directed to the Project Manager.
- 5.2 The Commission additionally will:
 - 5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CMAR for its information. The CMAR will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the Commission and Design Professional.
 - 5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CMAR except for those copies whose cost has been reimbursed by the Commission.
 - 5.2.3 Provide the CMAR with adequate information in its possession or control regarding the Commission's requirements for the Project.
 - 5.2.4 Give prompt written notice to the CMAR when the Commission becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the Commission may provide written notice to CMAR that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CMAR's receipt of such notice.
 - 5.2.5 Notify the CMAR of changes affecting the budget allocations or schedule.
- 5.3 The Commission's Project Manager, will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the Project Manager deems appropriate to the CMAR.

ARTICLE 6 - CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 Commission's Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the Commission and are

to be delivered to the Project Manager before the final payment is made to the CMAR. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of the CMAR, which consent the CMAR will not unreasonably withhold, the Commission agrees to hold the CMAR harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the Commission's alteration, modification or adaptation of the Project Documents.

- 6.1.2 CMAR to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or work of authorship developed or created by the CMAR, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CMAR.
- 6.1.3 License to Commission for Reasonable Use: The CMAR hereby grants, and will require its Subconsultants to grant, a license to the Commission, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the Commission to alter or modify the Project Documents, then paragraph 6.1.1 applies.
- 6.1.4 Documents to Bear Seal: When applicable and required by state law, the CMAR and its Subconsultants will endorse by a Virginia professional seal all plans, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

The CMAR will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its Work or Deliverables. Any damage incurred by the Commission as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CMAR to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Roanoke, Virginia would exercise under similar conditions. The fact that the Commission has accepted or approved the CMAR's Work or Deliverables will in no way relieve the CMAR of any of its responsibilities under the Contract, nor does this requirement to correct the Work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the Commission. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the design architect.

6.3 ALTERATION IN CHARACTER OF WORK

- 6.3.1 In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will nonetheless be performed as directed by the Commission. However, before any altered or modified work begins, a Change Order or Amendment will be approved and executed by the Commission and the CMAR. Such Change Order or Amendment will not be effective until approved by the Commission.
- 6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CMAR may accordingly be adjusted by mutual agreement of the contracting parties.
- 6.3.3 No claim for extra work done or materials furnished by the CMAR will be allowed by the Commission except as provided herein, nor will the CMAR do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or

material(s) furnished by the CMAR without such prior written authorization will be the CMAR's sole jeopardy, cost, and expense, and the CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.4 DATA CONFIDENTIALITY AND DATA SECURITY

6.4.1 Data Confidentiality: As used in the Contract, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the CMAR or its subcontractors in the performance of this Contract.

6.4.1.1 The parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR or its subcontractors in connection with the CMAR's or its subcontractor's performance of this Contract is confidential and proprietary information

belonging to the Commission.

6.4.1.2 Except as specifically provided in this Contract, the CMAR or its subcontractors shall not divulge data to any third party without prior written consent of the Commission. The CMAR or its subcontractors shall not use the data for any purposes except to perform the services required under this Contract. These prohibitions shall not apply to the following data provided the CMAR or its subcontractors have first given the required notice to the Commission:

6.4.1.2.1 Data which was known to the CMAR or its subcontractors prior to its performance under this Contract unless such data was acquired in connection with work performed for the Commission;

6.4.1.2.2 Data which was acquired by the CMAR or its subcontractors in its performance under this Contract and which was disclosed to the CMAR or its subcontractors by a third party, who to the best of the CMAR's or its subcontractor's knowledge and belief, had the legal right to make such disclosure and the CMAR or its subcontractors are not otherwise required to hold such data in confidence; or

6.4.1.2.3 Data which is required to be disclosed by virtue of law, regulation, or court order, to which the CMAR or its subcontractors are subject.

6.4.1.3 In the event the CMAR or its subcontractors are required or requested to disclose data to a third party, or any other information to which the CMAR or its subcontractors became privy as a result of any other contract with the Commission, the CMAR shall first notify the Commission as set forth in this Section of the request or demand for the data. The CMAR or its subcontractors shall give the Commission sufficient facts so that the Commission can be given an opportunity to first give its consent or take such action that the Commission may deem appropriate to protect such data or other information from disclosure.

6.4.1.4 The CMAR, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the Commission, the CMAR or its subcontractors shall promptly deliver, as set forth in this Section, a copy of all data to the Commission. All data shall continue to be subject to the confidentiality agreements of this Contract.

6.4.1.5 The CMAR or its subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the Commission if any of the provisions of this Section are violated by the CMAR, its employees, agents or subcontractors. Solely for the

purposes of seeking injunctive relief, it is agreed that a breach of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. CMAR agrees that the requirements of this Section shall be incorporated into all subcontracts entered into by CMAR. A violation of this Section may result in immediate termination of this Contract without notice.

6.4.2 Personal identifying Information-Data Security: Personal identifying information, financial account information, or restricted Commission information, whether electronic format or hard copy, must be secured and protected at all times. At a minimum, CMAR must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

6.4.2.1 When personal identifying information, financial account information, or restricted Commission information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

6.4.2.2 In the event that data collected or obtained by CMAR or its subcontractors in connection with this Contract is believed to have been compromised, CMAR or its subcontractors shall immediately notify the Project Manager and Commission Engineer. CMAR agrees to reimburse the Commission for any costs incurred by the Commission to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

6.4.2.2.1 CMAR agrees that the requirements of this Section shall be incorporated into all subcontracts entered into by CMAR. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

6.4.2.3 The obligations of CMAR or its subcontractors under this Section shall survive the termination of this Contract.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any Work or Deliverable under this Contract, the CMAR will submit to the Commission, an organization chart for the CMAR staff and Subconsultants and detailed resumes of key personnel listed in its response to the Commission's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless otherwise informed, the Commission hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CMAR desires to change such key personnel from performing such services under this Contract, the CMAR will submit the qualifications of the proposed substituted personnel to the Commission for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CMAR will maintain an adequate number of competent and qualified persons, as determined by the Commission, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the Commission objects, with reasonable cause, to any of the CMAR's staff, the CMAR will take prompt corrective action acceptable to the Commission and, if required, remove such personnel from the Project and replace with new personnel acceptable to the Commission.

6.6 INDEPENDENT CONTRACTOR

6.6.1 The CMAR is and will be an independent contractor and whatever measure of control the

Commission exercises over the Work or Deliverable pursuant to the Contract will be as to the results of the Work only. No provision in this Contract will give or be construed to give the Commission the right to direct the CMAR as to the details of accomplishing the Work or Deliverable. These results will comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

6.7.1 Prior to beginning the Work or Deliverable, the CMAR will furnish the Commission for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the Commission.

6.8 TERMINATION

6.8.1 The Commission and the CMAR hereby agree to the full performance of the covenants contained herein, except that the Commission reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CMAR.

6.8.2 In the event the Commission abandons any or all of the services or any part of the services as herein provided, the Commission will so notify the CMAR in writing, and the CMAR will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.

6.8.3 The CMAR, upon such termination or abandonment, will promptly deliver to the Commission all reports, estimates and other Work or Deliverable entirely or partially completed, together with all unused materials supplied by the Commission.

6.8.4 The CMAR will appraise the Work completed and submit an appraisal to the Commission for evaluation. The Commission will have the right to inspect the CMAR's Work or Deliverable to appraise the Work completed.

6.8.5 The CMAR will receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable costs and expenses attributable to such termination. The fee will be paid in accordance with Article 4 of this Contract, and will be an amount mutually agreed upon by the CMAR and the Commission. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". The Commission will make the final payment within sixty Days after the CMAR has delivered the last of the partially or otherwise completed Work items and the final fee has been agreed upon.

6.8.6 If the Commission is found to have improperly terminated the Contract for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Contract.

6.9 DISPUTES

6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the Commission Engineer.

6.10 WITHHOLDING PAYMENT

6.10.1 The Commission reserves the right to withhold funds from the Commission's progress payments

up to the amount equal to the claims the Commission may have against the CMAR, until such time that a settlement on those claims has been reached.

6.11 RECORD KEEPING and FINANCE CONTROLS

- 6.11.1 Records of the CMAR's direct personnel payroll, bond expenses, and reimbursable expenses pertaining to this Project and records of accounts between the Commission and the CMAR shall be kept on a generally recognized accounting basis and shall be available for up to three years following final completion of the Project.
- 6.11.2 The Commission, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.
- 6.11.3 The Commission reserves the right to decrease the Contract Price and/or payments made on this Agreement and/or request reimbursement from the CMAR following final contract payment on this Agreement if, upon audit of the CMAR's records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data.
- 6.11.4 The CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the Commission, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 6.11.5 The Commission reserves the right to decrease the Contract Price and/or payments made on this Agreement and/or request reimbursement from the CMAR following final contract payment on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the Commission to audit their records to verify the accuracy and appropriateness of pricing data.
- 6.11.6 If, following an audit of this Agreement, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the CMAR shall be liable for reimbursement of the reasonable, actual cost of the audit.

6.12 INDEMNIFICATION

- 6.12.1 The CMAR shall defend, indemnify and hold harmless the Commission, its officials, officers, board members, agents, and employees, against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever, that may arise out of or result from the Work or its performance by CMAR or its subcontractor(s) or the violation of any of the terms and conditions of this Contract, including, without limitation, fines and penalties, violations of federal, state or local laws or regulations promulgated hereunder, personal injury, wrongful death or property damage claims, or damage to or vandalism of the CMAR's equipment or personal property used to perform the Work. Should CMAR inadequately remedy or fail to remedy a violation of this Contract after notification by Commission, Commission shall be authorized to take whatever corrective action Commission deems necessary to eliminate the violation, at the sole expense of CMAR.
- 6.12.2 CMAR's obligation to indemnify shall not be affected, waived or diminished by the negligence of any party indemnified hereunder that in part contributes to the loss, cost, or expense, nor shall it be limited by any limitation on the amount or types of damages, compensation or benefits payable by or for CMAR or any subcontractor under worker compensation acts, disability benefit acts or

other employee benefit acts.

6.13 NOTICES

6.13.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To Commission:	Mike Stewart, CEO Roanoke Regional Airport Commission 5202 Aviation Drive, NW Roanoke, Virginia 24012
To Project Manager	
To CMAR	
Copy to: Design Professional (if applicable)	

Or to other such place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 COMMISSION OF EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT

6.14.1 **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action be covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

6.14.2 **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(A). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

6.15 COMPLIANCE WITH FEDERAL LAWS

6.15.1 The CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CMAR agrees to comply with these and all laws in performing this Contract and to permit the Commission to verify such compliance.

6.16 LAWFUL PRESENCE REQUIREMENT

6.16.1 The Commission is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a Commission-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

6.17 CONFLICT OF INTEREST

6.17.1 To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the Commission, as set forth in this Section, of any work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the Commission. Such notice will be given seven business days prior to commencement of the Project by the CMAR for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

Troy Philpott
Commission Procurement Manager
5202 Aviation Drive, NW
Roanoke, Virginia 24012

6.17.2 Actions considered to be adverse to the Commission under this Contract include but are not limited to:

- (a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the Commission;
- (b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the Commission; and
- (c) Using data to produce income for the CMAR or its employees independently of performing the services under this Contract, without the prior written consent of the Commission.

6.17.3 The CMAR represents that except for those persons, entities and projects previously identified in writing to the Commission, the services to be performed by the CMAR under this Contract are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the interests of the Commission.

6.17.4 The CMAR's failure to provide a written notice and disclosure of the information as set forth in this Section will constitute a material breach of this Contract.

6.18 CONTRACTOR'S LICENSE

6.18.1 Prior to award of the Contract, the CMAR must provide to the Commission, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.19 SUCCESSORS AND ASSIGNS

6.19.1 The Commission and the CMAR will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the Commission nor the CMAR will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the Commission

6.20 FORCE MAJEURE

6.20.1 If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused,

but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

6.22 COVENANT AGAINST CONTINGENT FEES

6.22.1 The CMAR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Commission Board, or any employee of the Commission has any interest, financially, or otherwise, in the firm. The Commission will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.23 NON-WAIVER PROVISION

6.23.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.24 JURISDICTION

6.24.1 This Contract will be deemed to be made under, and will be construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the City of Roanoke or in the United States District Court for the Western District of Virginia, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.25 SURVIVAL

6.25.1 All warranties, representations and indemnifications by the CMAR will survive the completion or termination of this Contract.

6.26 MODIFICATION

6.26.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

6.27 SEVERABILITY

6.27.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.28 INTEGRATION

6.28.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.29 TIME IS OF THE ESSENCE

6.29.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.30 THIRD PARTY BENEFICIARY

- 6.30.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the Commission and the CMAR. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the Commission and the CMAR and not for the benefit of any other party.

6.31 COOPERATION AND FURTHER DOCUMENTATION

- 6.31.1 The CMAR agrees to provide the Commission such other duly executed documents as may be reasonably requested by the Commission to implement the intent of this Contract.

6.32 CONFLICT IN LANGUAGE

- 6.32.1 All Work or Deliverables performed will conform to all applicable codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

6.33 COMMISSION'S RIGHT OF CANCELLATION

6.33.1 For Cause

The Owner's Executive Director may cancel the Contract upon written notice received by Contractor whenever Contractor's services fall below the quality of services generally provided by others for similar types of services, or Contractor has failed to perform in accordance with this Contract. Prior to any such cancellation, Contractor shall be given written notice and ten (10) calendar days to cure such failures. However, in the event that that Contractor's failure is a violation of law, and/or an act or condition that poses a risk of harm to people or their property, then Contractor shall immediately take action to cure such failure and shall complete such cure within 24 hours. Default by Contractor hereunder shall constitute a basis for determining for future contracts that Contractor is not a responsible bidder and for Commission to refuse to award such future contracts to Contractor.

In the event that Contractor defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and Owner places the enforcement of all or part of this Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of Owner's reasonable attorney's fees and costs related to any such proceeding.

6.33.2 Without Cause

The Executive Director of the Commission may cancel the contract without cause at any time upon ten (10) days advance written notice, and may stop the work at any time during the ten-day period, provided that Contractor shall be paid for all work satisfactorily completed, as determined by Commission in its sole and exclusive discretion, on or before the effective date of the cancellation or stop work order, whichever is sooner.

6.34 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

- 6.34.1 Commission requires the confidentiality of Plans and Specifications of Airport Buildings and Commission Facilities. Any plans or specifications received by the CMAR regarding this project are for official use only. The CMAR may not share them with others except as required to fulfill contract obligations with the Commission.

6.36 CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS

- 6.36.1 **A Contract Worker (CMAR's employees and subcontractors) shall not be allowed to begin work in any Commission facility without:** (A) The prior completion and the Commission's acceptance of the required background screening; and (B) When required, the Contract Worker's receipt of a Commission issued Badge. A badge will be issued to a Contract Worker solely for access to the Commission facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a Commission facility must use the badge issued to the Contract Worker.
- 6.36.2 Badges: After receipt of the badge application, the Contract Worker will proceed to the badging office for processing of the badge application and issuance of the badge. The Commission will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information as requested by the badging office. Any and all fees associated with security badging will be assessed in compliance with Commission.
- 6.36.3 Key Access Procedures: If the Contract Worker's services require keyed access to enter a Commission facility(s), a separate key issue/return form must be completed and submitted by CMAR for each key issued.
- 6.36.4 Stolen or Lost Badges or Keys: CMAR shall report lost or stolen badges or keys to the Commission immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
- 6.36.5 Return of Badges or Keys: All badges and keys are the property of the Commission and must be returned to the Commission at the badging office within one (1) business day of when the Contract Worker's access to a Commission facility is no longer required to furnish the services under this Agreement. CMAR shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular Commission facility(s); or upon termination, cancellation or expiration of this Agreement.
- 6.36.6 Contractor's Default, Liquidated Damages, Reservation of Remedies for Material Breach: CMAR's default under this Section shall include, but is not limited to, the following: (1) Contract Worker gains access to a Commission facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a Commission facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or CMAR submits false information or negligently submits wrong information to the Commission to obtain a badge, key or applicable Background Screening; or (5) CMAR fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another Commission facility or upon the expiration, cancellation or termination of this Agreement. CMAR acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, CMAR agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the Commission. The parties agree that CMAR's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the Commission at law or in equity, CMAR shall be liable for and shall pay to the Commission the sum of one thousand dollars (\$1,000.00) for each breach by CMAR of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the Commission at the time and making of this Agreement in the event that CMAR breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the Commission's actual damages in the event that CMAR breaches this Section. The parties further agree that three (3) breaches by CMAR of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by CMAR of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Agreement

by CMAR and the Commission expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.
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6.37 CONTACTS WITH THIRD PARTIES

6.37.1 CMAR and its subcontractors shall not contact third parties to provide any information in connection to the services provided under this Agreement without the prior written consent of the Commission. Should CMAR or its subcontractors be contacted by any person requesting information or requiring testimony relative to the services provided under this Agreement, or any other prior or existing Agreement with the Commission, CMAR or its subcontractors shall promptly inform the Commission, giving the particulars of the information sought, and shall not disclose such information or give such testimony without the written consent of the Commission or court order. The obligations of CMAR and its subcontractors under this Section shall survive the termination of this Agreement.

6.37.2 CMAR agrees that the requirements of this Section shall be incorporated into all subcontracts entered into by CMAR. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

6.38 RELEASE OF INFORMATION - ADVERTISING AND PROMOTION

6.38.1 CMAR and its subcontractors shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the Commission, except as required by law. The name of any site on which services are performed shall not be used in any advertising or other promotional context by CMAR and its subcontractors without the prior written consent of the Commission.

ARTICLE 7 - INSURANCE REQUIREMENTS

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The Commission in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CMAR must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

7.1.1.1 Commercial General Liability-Occurrence Form

Policy must include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$5,000,000
Products-Completed Operations Aggregate	\$5,000,000
Personal & Advertising Injury	\$5,000,000
Each Occurrence	\$5,000,000

- a. The policy must be endorsed to include the following additional insured language: "The Commission is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CMAR, including completed operations."

7.1.1.2 **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$5,000,000
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- a. The policy must be endorsed to include the following additional insured language: "The Roanoke Regional Airport Commission is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CMAR, including automobiles owned, leased or hired or borrowed by the CMAR."

7.1.1.3 **Workers Compensation and Employers Liability**

Workers Compensation	Statutory
Employers Liability	
Each Accident	\$ 100,000
Disease - Each Employee	\$ 100,000
Disease - Policy Limit	\$ 500,000

- a. Policy must contain waiver of subrogation against the Commission.

7.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include the following provisions:

- 7.2.1 On insurance policies where the Commission is named as additional insured, the Commission shall be an additional insured to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Contract.
- 7.2.2 The CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 7.2.3 Coverage provided by the CMAR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7.3 **SUBCONSULTANT INSURANCE**

- 7.3.1 CMAR's certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the CMAR, however, subconsultants limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000

aggregate.

7.4 NOTICE OF CANCELLATION

7.4.1 For each insurance policy required by the insurance provisions of this Contract, the CMAR must provide to the Commission, within two business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason.

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Virginia, and with an "A.M. Best" rating of not less than B+ VI. The Commission in no way warrants that the above required minimum insurer rating is sufficient to protect the CMAR from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 The CMAR will furnish the Commission, Certificates of Insurance (ACORD form or equivalent approved by the Commission) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7.6.2 All certificates and any required endorsements are to be received and approved by the Commission before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

7.6.3 All certificates required by this Contract will be sent directly to Design and Construction Procurement. The Commission project number, contract number and project description must be noted on the certificates of insurance. The Commission reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE COMMISSION'S RISK MANAGEMENT DIVISION.

7.6.4 All required subconsultants' certificates and endorsements are to be received and approved by the Commission before work commences. All insurance coverages for subconsultants must be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal contract amendment, but may be made by administrative action.

ARTICLE 8 - EXHIBITS

- 8.1 The following exhibits are included in this Contract and are incorporated by reference:
- Exhibit A - Project Description
 - Exhibit B - Hourly Billable Rate Schedule
 - Exhibit C - DBE Goal Requirements
 - Exhibit D – Guaranteed Maximum Price (GMP) Instructions
 - Exhibit E – Supplemental Terms and Conditions
 - Exhibit F – Project Schedule Specifications

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized Commission officials.

END OF CONTRACT PROVISIONS

WITNESS the following signatures:

Contractor: (To be completed after bid is awarded)

By: (Not for signature)
 Title: N/A
 Date: N/A

Attest: N/A
 Title: _____

Roanoke Regional Airport Commission

By: N/A
 Title: CEO
 Date: _____

Attest: N/A
 Title: Commission Secretary

Certification of funding

By: _____
 Treasurer
 Roanoke Regional Airport Commission

 Account Number

Approved for legal form

By: _____
 General Counsel
 Roanoke Regional Airport Commission

** END OF CONTRACT **

EXHIBIT A - PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Contract are to be performed:

Project Description includes but is not limited to:

Security Checkpoint:

- Relocate the existing security checkpoint from Gate 1 to the space currently occupied by the RRAC administrative offices.
- Expand floorplate between the top of the escalators and the concourse to support checkpoint relocation
- Construct unmanned exit portal from secure side of concourse
- Construct new vertical circulation elements to provide access to the new checkpoint

Concourse Modernizations:

- Rework and coordinate existing concession and tenant spaces
- Renovate interior of concourse to match new checkpoint
- Construct new bathroom(s)

Ticket Counter and Baggage System:

- Relocate existing Explosion Detection System machines behind ticket counters
- Expand ticket counter and queuing areas
- Construct new enclosed climate-controlled baggage makeup area

Additional/Enabling Projects:

- Renovation of new RRAC offices
- Modernization of terminal mechanical, electrical and plumbing systems
- Replacement of flat roof
- Accessibility improvements throughout, including replacement of ground floor tiles
- Make ready and install new passenger boarding bridge at Gate 1

EXHIBIT B - HOURLY RATE SCHEDULE

(TO BE ATTACHED)

**EXHIBIT C - DBE GOAL REQUIREMENTS
(TO BE ATTACHED)**

EXHIBIT D - GUARANTEED MAXIMUM PRICE (GMP) INSTRUCTIONS

DEFINITIONS

"Allowance" means an estimated dollar amount determined jointly by the Commission and the CMAR that is included in the Contract for the purpose of encumbering funds to cover the cost of items which have not been specified explicitly in the Contract. Allowance items may not be completely defined when the Contract is executed, but may be necessary to complete the project. Contract allowances are controlled by the Commission.

"Construction Fee" means the CMAR's administrative costs, home office overhead, and profit, whether at the CMAR's principal or branch offices.

"Contingency, CMAR's" means a fund to cover cost growth during the Project used at the discretion of the CMAR usually for costs that result from Project circumstances. The amount of the CMAR's Contingency will be negotiated as a separate line item in each GMP package.

"Contingency, Owner's" means a fund to cover cost growth during the Project used at the discretion of the Commission usually for costs that result from Commission directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the Commission and will be in addition to the project costs included in the CMAR's GMP packages.

"Contract Amount" means the cost for the services for this Contract as identified in Article 5.

"Cost of the Work" means the direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the complete construction, cost of other materials and equipment, temporary facilities, building permit fees (if not paid for by Commission), materials testing, and related items. The Cost of the Work shall not include the CMAR's Construction Fee, General Conditions Cost, or taxes.

"General Conditions " means includes but is not limited to the following types of costs for the CMAR during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll cost for other management personnel resident and working on the site; working on site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor cost; cost of bond premiums; and costs of consultants not in the direct employ of the CMAR or Subcontractors.

"Guaranteed Maximum Price (GMP)" the sum of the maximum Cost of Work including the CMAR's Construction Fee, General Conditions Costs, sales tax, and CMAR Contingency.

"Lump Sum" means payment for the item will be based on a percentage complete. When actual Cost of Work for an item identified as lump sum is less than the stated lump sum value in a GMP proposal, the unused value of the lump sum item shall move into the CMAR's Contingency.

GENERAL

The CMAR is responsible for proper, complete and accurate preparation of the GMP Proposal.

The CMAR must verify with the Commission the current Exhibit D requirements and procedures when entering into these services.

Do not acquire bonding or insurance until notified by the Contract Procurement Section.

PREPARATION OF THE GMP PROPOSAL

GMP Proposal shall be prepared on 8.5-inch x 11-inch size paper and consists of the following:

Cover Page Must Include:

1. "Guaranteed Maximum Price Proposal for {Project Title}"
2. Project No.
3. GMP No.
4. Name of Commission Project Manager
5. Name of CMAR
6. Date Submitted

Table of Contents Must Include:

1. Scope of Work
2. GMP Proposal Summary Sheet
3. Schedule of Values
 - General Conditions
 - Bid Comparisons / Bid Responses
 - Allowance Schedule (if applicable)
4. Plans and Specifications
5. Clarifications and Assumptions
6. Project Schedule
7. SBE Requirements / Utilization Form / Letter(s) of Intent

A Tab will be required for each item (1-7) identified in the Table of Contents. Each tab shall include the following:

1. Scope of Work: Two brief narrative descriptions of the work to be performed by the CMAR; (1) Overall project description and (2) Specific description for this GMP (if multiple GMPs).

Overall project description shall include the following:

- Location- (i.e., street address or a description like SW Corner of Dobbins and 35thAve)
- Size/ Quantity- (i.e., acres of land, square feet of building, number of spaces)
- Type of Job- (i.e., new construction, demolition, renovation)
- Usage- (i.e., Senior Center, Library, Cooling Tower)
- Work to be accomplished (i.e., painting, concrete, masonry, electrical, HVAC)
- List Proposed Improvements (i.e., sidewalk, irrigation, electrical, HVAC updates)
- Major points of concern (i.e., LEED certification, hazardous materials, special permit, occupied site)
- Anticipated GMP's

Specific Description for this GMP shall include the following:

- Work to be performed under this GMP.

2. GMP Proposal Summary Sheet: A summary of the GMP with a total for each of the GMP components as defined in Article 1.

3. Schedule of Values: A detailed summary of costs, in spreadsheet format, shall have the estimated bid or cost organized by subcontract categories, allowances, CMAR's contingency, general conditions costs, bonds, insurances, CMAR's construction phase fee and sales tax. The Supporting Documentation for the spreadsheet must be provided in an organized manner that correlates with the Schedule of Values.
- The components of the Scope of Work must be broken down using either Construction Specification Institute (CSI) or Maricopa Association of Governments (MAG) division.
 - The Commission Project Manager will determine.
 - The detailed summary of costs shall include quantities, unit prices and cost extensions.
 - The costs shall be directly correlated to the specific plans and specifications used in preparation of the GMP.

The Schedule of Values Supporting Documentation must include the following:

- A more detailed breakdown of the General Conditions costs to include quantities, unit prices and cost extensions.
 - Bid Packages/Subcontract Categories:
 - Bid Comparison Spreadsheet: For each trade provide a comparison of at least five (5) bid solicitations and three (3) bid responses from subcontractors. Indicate the subcontractor selected, distinguish if subcontractor is DBE, and justify and include documentation if lowest bid is not selected. If providing less than three bid responses, provide justification.
 - Include self-performed portions of the subcontract work.
 - Bid Responses: After the Bid Comparison Spreadsheet, include the bid responses received from the selected subcontractors. (The bid responses from the non-selected subcontractors will be included as a separate package and shall include the Bid Comparison Spreadsheet for each trade.)
 - Allowance Schedule (if applicable)
 - Include a statement for their basis.
4. Plans and Specifications: A copy of the cover page and table of contents/index for both the sealed plans and specifications used in the preparation of the GMP.

As a requirement, the plans and specifications used in the preparation of the GMP must include a signature block on the cover page. This signature block consists of dated signatures from the CMAR, Design Consultant and Commission Project Manager.

SIGNATURE BLOCK

Specifications/Plans Used in Preparation of GMP No.	
CMAR	Date
Design Consultant	Date
Project Manager	Date

5. Clarifications and Assumptions: A list of the clarifications and assumptions made by the CMAR in the preparation of the GMP proposal to supplement the information contained in the documents. Include

justification of cost; do not include information that is already in the Contract (no repetitive information). Allowances and contingencies must be justified and quantified individually. Allowances and contingencies as a percentage of the GMP will not be allowed. If applicable, list the Request(s) for Information (RFI's) individually. Format the comments by separating them into the following categories: Technical Clarifications and Assumptions, Schedule Clarifications and Assumptions, and Contractual Clarifications and Assumptions.

6. Project Schedule: A schedule that meets the following criteria.

- Must use the Critical Path Method (CPM).
- Print in black and white.
- Must have pattern and bar variations.
- Must be legible after copying or scanning.
- Font size shall not be smaller than 8 pt.
- Use calendar days.
- 8 W x 11" paper.

7. DBE: Documentation of Disadvantaged Business Enterprise goal status.

- If applicable at this time, include Contractor's Statement of DBE Utilization form.
- If applicable at this time, include Letter of Intent to Perform as a Subcontractor/Supplier form for each firm listed on the Contractor's Statement of DBE Utilization form.
- Depending on the goal status, include one of the following statements below:

For Established Goal Status (Preferred)

"A Disadvantaged Business Enterprise (DBE) participation goal of (0.0) percent has been established for the applicable construction services of the project."

SUBMITTAL OF GMP PROPOSAL

The GMP Proposal shall be properly prepared in accordance with the instructions provided above.

One (1) copy of the GMP Proposal will be submitted to the Commission Project Manager who in turn will forward to the Contract Procurement Section for review.

- The copy submitted shall be on 8.5-inch x 11-inch size paper, unbound/no holes/not in binders and either clipped or rubber banded.

The GMP Proposal will be negotiated until it is approved by the Contract Procurement Section.

- Once the GMP Proposal is approved, the Contract Procurement Section will notify the Project Manager and give further instructions regarding the submittal of the approved GMP Proposal.

The plans and specifications used in preparation of the GMP shall contain the signature block on the cover and be signed by all parties.

- Procurement administration will request the appropriate number of specifications required to be made part the Contract.
- Four (4) copies of plans will be required.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS

Exhibit F
PROJECT SCHEDULE SPECIFICATIONS

1. SUMMARY AND DEFINITIONS

- A. This section specifies requirements for the Project Schedule, progress updates and submittal schedule. The purpose of the Project Schedule and reporting is to:
1. ensure the CMAR has undertaken detailed planning of the Work;
 2. ensure the CMAR is accurately monitoring and controlling the time elements of the Project;
 3. assist the Commission in monitoring progress relative to the contract completion time;
 4. assess the impact of any changes to the Contract;
 5. ensure the CMAR is using the appropriate tool for mitigating time-related impacts;
 6. establish the baseline against which satisfactory completion of the project shall be judged; and
 7. evaluate claims and requests for extension of Contract Time.
- B. Float belongs to the Project. It is for the mutual benefit of the Commission and CMAR. It will be consumed on a first come, first served basis and is not for the exclusive use of either the Commission or the CMAR.
- C. Extensions of time for contract performance or changes to the Project milestones will only be granted by Change Order. Any claims for extensions of time shall be substantiated using the Contemporaneous Period Analysis method described in paragraph 1.6.
- D. The Commission and the Design Professional will review all schedule submittals, including the schedule updates. Such review shall not constitute an approval or acceptance of the CMAR's construction means, methods, or sequencing, or its ability to complete the Work in a timely manner. Review by the Commission and the Design Professional does not waive any of the Commission's rights granted under other provisions of the Contract Documents.
- E. The scheduling conventions noted below shall be followed for all schedules on this Project.
1. Negative values in lead/lag relationships are not allowed.
 2. Only one start and one finish activity will be allowed for the entire schedule. All other activities must be linked between the start and the finish activity.
 3. Activities with open ends are not allowed. The only exceptions to this are the start activity, the finish. Activity, the first activity in a sequence of activities representing a change in the work, and recorded natural events such as weather.
 4. Activity Descriptions shall, at a minimum, describe the item, the action and the location of the work represented by that activity. In the example "Install Steel Studs 3rd Floor", "Install" is the action, "Steel Studs" is the item and "3rd Floor" is the location.
 5. The CMAR shall not sequester float by engaging in scheduling practices that artificially consume float.
 6. The use of constraints will only be allowed to reflect contractually and/or environmentally imposed conditions. Constraints shall not be used where an activity or logical relationship is appropriate.
 7. Progress updating shall be based on actual starts, actual finishes and remaining durations. Percent complete progressing will not be accepted.
 8. Schedule calculations shall be based on retained logic, not progress override.
 9. All schedules and schedule related documentation shall be prepared using the specified software.
- F. Timely submissions of the schedules described in this specification are of significant importance to this Project. Lack of or late receipt of these diminishes their value to the Project, the Commission and CMAR.
- G. The CMAR shall extract from the updated Project Schedule a Short Interval Schedule (three week look-ahead) based upon the CMAR's work plan. It shall be prepared and submitted weekly unless otherwise requested by the Commission and / or as dictated by the status of the

Project. The window represented by the Short Interval Schedule shall be the previous week of progress and the upcoming three weeks of planned activities. The look-ahead schedule submitted to the Commission shall indicate the early start and finish dates and the total float of all activities in this period.

- H. The CMAR shall employ a full-time person who is skilled in and has a demonstrated knowledge of CPM scheduling on projects of this nature. This person shall also be experienced with and able to demonstrate a working knowledge of the: Contemporaneous Period Analysis methodology as described in paragraph 1.6; and the scheduling software specified in paragraph 2.1. The CMAR shall submit this person's resume with its bid and/or proposal for review by the Commission.
- I. The CMAR shall conduct educational workshops to train and inform key project personnel (Commission, Design Professional, Design Consultants, Sub-Contractors) in proper methods of providing update data and using the CPM Schedule information.

2. **RELATED DOCUMENTS**

- 2. Agreements Between the Commission and the CMAR
- 2. General Conditions of the Construction Agreement Between the Commission and CMAR and any Special or Supplementary Conditions.
- 3. Drawings and Specifications
- 4. Submittals required by the Contract Documents

3. **WORK INCLUDED**

- A. Provide a Project Schedule in accordance with paragraph 1.4 of this section.
- B. Participate in schedule update meetings and provide schedule updates in accordance with paragraph 1.5.
- c.
- D. Participate in Contemporaneous Period Analysis in accordance with paragraph 1.6. Provide a submittal schedule in accordance with paragraph 1.7.

4. **BASELINE PROJECT CPM SCHEDULE**

- A. Within thirty (30) calendar days of the Notice to Proceed or the execution of the contract (whichever is the earliest), the CMAR shall prepare and submit a detailed Project CPM Schedule. This schedule shall be the CMAR's working schedule and shall be used to plan, organize, and execute the Work, record and report actual performance and progress through updates, and indicate the CMAR's plan to complete all remaining Work. The Project Schedule and subsequent progress updates shall be the basis for consideration and analysis of requests for time extensions, and to evaluate changes to the work. The schedule shall be in the form of an activity-oriented precedence network diagram.
- B. The CMAR shall submit the Project Schedule to the Commission for review and comment. The Commission will review the schedule for conformance with the Contract Documents and provide comment within fourteen (14) calendar days of receipt from the CMAR of all submittals required under this paragraph 1.4. The CMAR shall incorporate or otherwise respond to the Commission's comments within fourteen (14) calendar days of its receipt of the Commission's comments.
- C. The Project Schedule shall be constructed to show the order in which the CMAR proposes to carry out the Work and to indicate the restrictions of access and availability of work area, and availability and use of manpower, materials and equipment.

The CMAR shall prepare the schedule in a level of detail commensurate with the size and complexity of the Project. At a minimum, work activities shall be broken down by trade and location. Where a trade performs more than one discrete task in completing their work, each discrete task shall be shown separately (i.e. install steel studs; install wallboard; tape and finish wallboard).

In preparing the schedule, the CMAR shall consider and include the following.

1. The breakdown of the project schedule by sub-projects.
2. The type of work to be performed and labor trades involved.
3. Procurement, manufacture, and delivery activities for materials and equipment.
4. Procurement, delivery, and installation activities of Commission-furnished equipment and materials.
5. Preparation and submission of shop drawings, material samples and other submittals.
6. Review and Approval by the Commission and Design Professional of shop drawings, material samples and other submittals.
7. Assignment and coding of all activities to the performing entity such as subcontractors, vendors, governing authorities, the Design Professional, GMPs, and the Commission.
8. Access and availability to the work area.
9. Identification of interfaces and dependencies with preceding, concurrent, and succeeding contractors.
10. Planning for phased occupancy by the Commission.
11. Approvals required by regulatory agencies or other third parties.
12. Contract-stipulated limitations and restrictions, construction milestones and substantial and total completion dates.
13. Engineering and design activities.
14. Systems start-up, testing, commissioning and ORAT (Operational Readiness and Airport Transfer)
15. Punchlist activities and project closeout.
16. Input from the Commission, Design Professional, Designers, Subcontractors and Vendors.
17. The Project Schedule shall be specific in showing what activities must be completed prior to Substantial Completion and what activities occur between the time of Substantial Completion and Total Completion.
18. Moratorium Dates

D. The project activities shall be coded in a manner that optimizes the readability of reports generated from the schedule files. In doing so the CMAR is to use at a minimum the code fields itemized in this Section D. Additional code fields may be utilized and/or may be required by the Commission. Within seven (7) days of the Notice to Proceed or execution of the Agreement (whichever is the earliest) the CMAR shall submit for approval of the Commission its recommended coding structure.

1. PHAS, for the project phases. Groupings within the PHAS code may include Design, Submit, Review, Fabricate & Deliver, Construction, Test & Commission and Closeout.
2. POET, for the phase detail. Groupings within the POET code may include Schematic Design, Design Development, Construction Milestones, Construction-Substructure, Construction-Superstructure, et cetera
3. LOC, for the project locations. Groupings within the LOC code may include Sitework, Building Foundations, Building First Floor, Roof, and Exterior Closure.
4. RESP, for the party responsible for the specific activity. Groupings within the RESP code may include Commission, Design Professional, CMAR, and specific subcontractors.
5. SPEC, for the coding of submittals
6. GMP#
7. Airside vs. Landside

E. The planned durations of activities defined in the Project Schedule shall consider the specific manpower and equipment requirements of the Project. Normal weather (good or bad) shall be considered in calculating activity durations. All durations shall be in units of working days.

F. Scheduled activities shall contain the following data.

1. Activity ID.
2. Activity Description.
3. Activity Codes, format to be agreed to by Commission and CMAR.

G. The critical path shall be clearly identified on all submissions.

- H. The CMAR shall prepare and submit thereafter a written narrative report in a format and with content approved by the Commission with the baseline schedule submittal and with each schedule update describing the following.
1. The planned work flow on the Project.
 2. Unusual manpower needs such as multiple shifts or overtime.
 3. Unusual equipment needs.
 4. The planned achievement of milestones and completion dates.
 5. Critical and non-critical (total float less 10) paths and factors that might jeopardize them.
 6. An explanation of relationships based on preferential logic (logic of convenience) and all constraints.
 7. Any other factors or events having an impact on the timely completion of the Project.
 8. CMAR's explanation for not achieving planned early dates in the previous period (Not needed with the baseline schedule submittal).
 9. A description of the work progressed.
 10. An explanation of and rationale for logic or original duration changes.
 11. Other information relevant to the Commission's full understanding of the time elements of the project.
- I. With the exception of submit, fabricate and approve activities, no activity shall exceed ten (10) work days planned (original) duration.
- J. The CMAR shall prepare reports as part of the Project Schedule submission and for each progress update thereafter. Reports shall be in bar chart format with tabular data for each activity at the left side of the bar chart. Each activity in each specified bar chart shall include, at a minimum:
1. Activity number.
 2. Activity description.
 3. Original and remaining durations in work days.
 4. Early start and finish dates.
 5. Actual start and finish dates.
 6. Total float in workdays.
- K. Specific bar chart reports required include:
1. All activities sorted by activity number including predecessor and successor relationships (baseline Project Schedule only).
 2. All activities not 100% complete, grouped by phase and location and sorted first by early start and second by early finish.
 3. All activities not 100% complete, grouped by total float and sorted first by early start and second by early finish.
 4. All activities not 100% complete, sorted first by early start and second by early finish
- The contractor shall also submit:
5. A logic network diagram displaying all activities less than 100% complete in a time-scaled format and including the activity ID, description, total float and remaining duration. The network need not be confined to a single sheet but shall be printed on D size paper or submitted electronically in PDF format.

5. **PROGRESS UPDATES**

- A. The CMAR is required to submit updates of the Project Schedule and to participate in schedule update meetings with the Commission. Submission of updates and participation in schedule update meetings will occur monthly or more frequently if requested by the Commission and / or as dictated by the status of the Project.

- B. The CMAR shall submit its final updated schedule for the monthly submittal, having incorporated the progress achieved and all logic and duration changes that represent its revised planning.

The CMAR shall review and analyze all out-of-sequence progress within the schedule file prior to submitting the final updated schedule for the monthly submittal. Out-of-sequence progress that causes activities to have erroneous total float values shall be corrected.

- C. The CMAR must maintain a constrained (finish no later than) end date (the contract completion date) when generating the required reports and diagrams for the Commission as specified by this section. The fixed end date will be modified to reflect only those time extensions currently incorporated into the contract.
- D. The CMAR shall account for all excusable non-compensable delays, during which little or no work is progressed and which the Commission acknowledges in the period within which the events occur. The CMAR may choose to account for such delays within the Project Schedule by treating these events as it would a typical holiday at the calendar function of the software. Whatever method is chosen by the CMAR and agreed to by the Commission, a description of the accounting shall be made in the narrative report.
- E. A monthly schedule update meeting shall be held at the construction site one week prior to the due date of the CMAR's monthly Application for Payment to review and discuss the schedule update in the form described in 1.4. The CMAR shall submit the information in 1.4 at least two working days prior to the monthly schedule update meeting.

Decisions made at these meetings and agreed to by the parties shall be documented through CMAR meeting notes. Progressing of work, logic and/or original duration changes agreed to at this meeting shall be incorporated into an "approved progress update" and submitted to the Commission as in paragraph 1.4.

6. **THE CONTEMPORANEOUS PERIOD ANALYSIS ("CPA")**

- A. The Commission desires and intends to resolve all issues affecting the contract completion date in a timely, efficient, and effective manner. To achieve this goal, the Commission and CMAR shall participate in periodic contemporaneous analyses of all potential delays by application of the CPA method. The CPA shall coincide with the monthly schedule update meetings.
- B. The logic and planning elements of the Project Schedule are the CMAR's responsibility. Assessment of impacts due to changes or other events, in accordance with the CPA method described herein, must be performed on the most recent approved update of the schedule, further progressed to the date the impact occurs.
- c. While the Commission may not agree in all instances as to the assessment of liability for delay, it is essential that both parties determine and accept the monthly update. Agreement is essential, as the update becomes the baseline schedule for the upcoming period and the schedule to be updated for the next monthly schedule meeting.
- D. Submission of valid monthly updates and the completion of the CPA are conditions precedent to the review and approval of any request for an extension of the contract completion date or project milestone. Failure to complete monthly updates and to participate in CPA will defer consideration of any time extensions by the Commission until the work is completed and the Commission analyzes all as-built progress. Further, the Commission will assess damages, if any, as defined in the prime contract, regardless of the status of any requests for time extensions pending, until any such requests are resolved.
- E. Change Orders requesting time extensions shall be accompanied by two versions of the most recently approved update of the schedule, further progressed to the date the CMAR first became aware of the work contemplated by the Change Order. The first schedule version reflects the status of the Project prior to the imposition of the Change Order work. This file is then copied and the sequence of reasonably known activities representing the Change Order work is inserted into the copy and the schedule is recalculated, as of the same date and

identical to the first schedule except for these Change Order activities. The net change in the project's end date between the second copy and the first copy will reflect and substantiate the request for extension of time related to the Change Order.

SUBMITTAL SCHEDULE

- A. The CMAR shall prepare and submit to the Design Professional a complete schedule of submittals extracted from the Project Schedule and as required by the Specifications.
- B. The schedule shall (through activity coding) show the category of submittal, name of subcontractor, description of work covered, related specification section numbers, activity ID number and planned early / late dates for submit and review activities.
- c. The Design Professional will be required to review the submittal schedule and provide written comments regarding its ability to meet the timeframes established by the submittal schedule.
- D. Information from the submittal schedule shall be coordinated with the submittal log, which will show the information noted in paragraph 1.8 (B) as well as blank columns for actual date of submittal, re-submittal, and final release or approval by the Design Professional.
- E. Actual start/finish data related to submittals shall be kept current in the Project CPM Schedule.

PART 2 PRODUCTS

1. **SCHEDULING SOFTWARE**

- a. The CMAR shall use an authorized copy of Primavera scheduling software or an equal product whose electronic files and data are fully functional with Primavera scheduling software. The CMAR shall request the Commission's approval to use an equal product and will provide a licensed copy of the software used and keep upgrades current, at no cost to the Commission. If the Commission does not approve the equal product the CMAR shall use Primavera.
- b. All scheduling, updating and reporting functions shall be performed using this software.



EXHIBIT B

RRAC General Terms and Conditions for Construction Contracts

Exhibit B – GENERAL TERMS AND CONDITIONS

1. Contract Documents

Contract Documents ("Contract") shall include: the Request for Qualifications, Instructions to Respondents, Completed Offerors Proposals, Addenda issued to Offerors, Completed Contract Form, General Conditions, Performance Bond, Labor and Material Payment Bond, Technical Specifications, Drawings, Supplementary Drawings, Appendices, and any Supplemental Agreements between the parties.

2. Owner's Representative

In addition to Owners employees, Owner has contracted for the services of a Consultant to draft and interpret technical specifications and to provide oversight for the Project.

Whenever in these Contract Documents reference is made to "Consultant", "Architect" or "Engineer," it is intended to mean Abstract Group, Inc. and any other consultant contracted by the Owner to assist on this project.

3. Authority of the Consultant

The Consultant 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. It shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the Work and the fulfillment of the contract on the part of the Contractor. The Consultant shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

4. Conformity with Drawings and Specifications

If the Consultant finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the Contract Documents, but that the portion of the Work affected will, in its opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, it will advise the Owner of its determination that the affected work be accepted and remain in place. In this event, the Consultant will document its determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Consultant's determination and recommended Contract price adjustments will be based on good consulting judgment and such tests or retests of the affected work as are, in its opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Consultant finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the drawings 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 Owner's and/or Consultant'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, drawings, and specifications. The term shall not be construed as waiving the Consultant's right to insist on strict compliance with the requirements of the Contract Documents, during the Contractor's prosecution of the Work, when, in the Consultant's opinion, such compliance is essential to provide an acceptable finished portion of the Work or for the Project.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Consultant with the authority to use good professional judgment in its 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 Documents.

5. Coordination of Contract, Drawings, and Specifications

The Contractor shall not take advantage of any apparent error or omission on the Contract Documents. In the event the Contractor discovers any apparent error or discrepancy, it shall immediately call upon the Consultant for its interpretation and decision, and such decision shall be final.

6. All Costs Included

The Contractor shall provide and pay for all permits, materials, equipment, labor, demolition, transportation, inspections, disposal costs, delivery charges, fuel, telephone, room and board expenses, and all other facilities and incidentals necessary for the execution and completion of the work as described in the Contract Documents. No amount in addition to the bid price will be paid Contractor for any of the work or services specified in the Contract Documents.

All materials and equipment added and incorporated in the work shall be new, unless otherwise specified. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

7. Laws to Be Observed

Contractor expressly warrants that in the performance of the Work it shall comply with all applicable laws, codes, regulations, standards, etc., which may be required of it by all applicable local, state and federal jurisdictions and their respective agencies, offices, bureaus, and other administrative/regulatory entities, including, but not limited to, all local, state and federal ordinances, laws and regulations, concerning building and fire codes, solid waste and environmental matters, FAA, TSA and airport security regulations, and all applicable sections of the Occupational Safety and Health Act (OSHA), the Virginia Uniform Statewide Building Code.

The Contractor shall be responsible for arranging all inspections by local authorities for compliance with all building code requirements, ordinances and regulations.

8. Permits, Licenses, and Taxes

The Contractor shall be solely responsible for providing and 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.

The Contractor shall obtain or possess a valid Contractor's Business License in accordance with any applicable City of Roanoke Ordinances.

A City of Roanoke Building permit is required for this project.

9. Airport Security

A. Work Area and Badges

Contractor acknowledges that all work for this phase work will be performed within “**Secured Area**, “**SIDA**” and/or “**Sterile Area**”, which is/are highly restricted access area(s) and are referred to individually and collectively herein as “Security Restricted Areas.” Contractor agrees to be responsible for, and to ensure that, none of its employees, agents, subcontractors or representatives gains access, enters or moves about the Security Restricted Area(s) without prior approval of the Owner's Executive Director as evidenced by a Commission issued identification badge, or constant escort by a duly authorized and badged employee of the Owner; and that the Contractor, its employees, agents, subcontractors and representatives shall comply with the requirements of Owner's federally mandated security program at Contractor's sole cost and shall be subject to the penalties of such program. *Only persons delivering materials or performing job functions of extremely short duration will be permitted to enter and remain inside any Security Restricted Area under escort by a badged representative of Contractor; all other persons involved with and performing the Work must be approved, trained and badged.*

Prior to issuance of a Commission identification badge, an authorized representative of Contractor shall designate an individual, in writing and on company letterhead, to serve as the Consultant's “Authorized Signatory.” Only the Contractor's Authorized Signatory may initiate requests for unescorted access to the Security Restricted Areas of the airport for its employees or subcontractors, in accordance with the Commission's Airport Security Plan (ASP). The Authorized Signatory and each employee for whom access is being requested must submit to a Security Threat Assessment, vetting applicants through various TSA databases, and further, the Authorized Signatory and each employee for whom access to the Secured Area, Sterile Area or a Security Identification Display Area (SIDA) is requested shall be required to submit to a fingerprint based criminal history records check. The Authorized Signatory and all persons for whom badges are requested will be required to attend a security training taught or overseen by Commission personnel. The Owner reserves the right to deny unescorted access within one or more of the Security Restricted Areas to some or all Consultant's employees or the employees of Consultant's subcontractors.

Contractor agrees that it shall be responsible for paying a \$30.00 deposit for each identification badge issued. In the event the badge is returned at the completion of the work, then the deposit shall be returned to Contractor. In the event that any badge is not returned, then the deposit for the badge shall be forfeited and Contractor may be held in violation of TSA regulations and be subject to a fine up to \$10,000.00. In the event that the badge is lost or otherwise unaccounted for during the time the work is being performed, then the deposit shall be forfeited and a new deposit and fee shall be charged for the replacement badge in accordance with the schedule of fees established by the Commission. Currently the first replacement badge will be \$50.00, second replacement badge \$75.00 third replacement badge \$100.00 during any consecutive twelve-month period. Contractor understands and agrees that the fees and charges listed above are subject to revision by the Commission at any time and that it shall be subject to the fees established from time to time by the Commission.

Upon voluntary or involuntary termination of employment or completion of the

work at the Airport, Contractor shall notify Airport Security within 8 hours and surrender the identification badge(s) as soon as possible.

Contractor must keep employment records for each identification badge applicant for at least 180 days after termination of unescorted privileges and return of the badges.

B. Tools

Recognizing that certain portions of the terminal area where the work may be or is being performed is located inside the Secured Area/SIDA and/or Sterile Area, Contractor shall take extraordinary measures to ensure that none of its tools or materials shall be left in any area where they might be picked up and taken onto an aircraft by passengers or other persons in violation of TSA regulations.

C. Vehicles

Contractor agrees that any vehicles that it may be permitted to bring inside the security fence line shall be commercial vehicles, properly insured and identified with the company name on both sides of the vehicles using letters eight inches or greater in height, and subject to search before each entry, as well as subject to escort by Commission personnel at all times it or they are in operation. Contractor may also be required to affix a Commission issued vehicle decal to each such vehicle.

All persons routinely driving such vehicles shall be trained regarding driving inside the security fence in an area where aircraft are operating, and/or be escorted by an employee of the Commission.

In addition, Contractor shall keep its vehicles and any bins, tool boxes, etc. located therein, in a locked condition whenever located inside the fence and Contractor is not actively engaged in the process of removing/replacing tools and materials into or out of the vehicle.

It is anticipated that only very infrequent access within the fence line by vehicles delivering certain materials or equipment will be allowed with this contract. Such vehicles shall be escorted by Owner's personnel at all times. Most materials will be stored outside the Security Restricted Areas at a location designated by the Owner.

D. Access Points

The Contractor shall use only authorized access points and routes into and within the Security Restricted Areas. Contractor is responsible for ensuring that all employees of Contractor and the subcontractors use only the authorized access points and approved routes to access the work sites, and

that they verify that the access points are secure immediately after use. Gates that fail to secure must be immediately reported to an Airport Law Enforcement Officer. The persons and vehicles entering the any part of a Security Restricted Area shall proceed immediately to and from the work sites and the entrance gate, and shall not unnecessarily drive or walk onto or across any aircraft parking or taxiing area.

The airport is subject to TSA security requirements and rigid adherence is mandatory. Any fines resulting from unauthorized contractor's personnel entering a Security Restricted Area or being left without escort or other security violations by Contractor, its employees and subcontractors will be deducted from money otherwise due Contractor.

E. Remaining within Work Site

Contractor shall delineate limits of construction and access with its employees daily. None of Contractor's employees or those of its subcontractors should move beyond or outside such limits without authorization of the Owner. Violators are subject to removal from the jobsite and loss of the identification badge and working privileges inside one or more Security Restricted Areas, as applicable.

10. Prosecution and Progress

The Contractor shall bring to the Preconstruction Conference its progress schedule for the Consultant's approval. The Contractor's progress schedule, when approved by the Consultant, 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 drawings and specifications within the time set forth in the Contract Documents.

If the Contractor falls behind the submitted schedule, the Contractor shall, upon the Consultant's request, submit a revised schedule for completion of the Work within the contract time and modify its 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 Consultant at least 48 hours in advance of resuming operations.

The Contractor shall not commence any work prior to the effective date on which the notice to proceed is issued by the Owner. Once begun, the Contractor shall perform the work continuously until completion.

11. **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 Documents.

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. Neither Contractor nor its employees, agents, invitees or subcontractors shall bring any firearms or other weapons onto airport property; nor shall any person come onto or remain upon airport property while under the influence of alcohol or illegal drugs.

Any person employed by the Contractor or by any subcontractor who, including the project superintendent, in the opinion of the Consultant, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Consultant or Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the consent of the Consultant or Owner.

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

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as is necessary 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, existing airport facilities or persons will result from its use.

No gunpowder-activated equipment shall be utilized on this project.

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 Documents.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Consultant. If the Contractor desires to use a method or type of equipment other than specified in the Contract, it may request authority from the Consultant 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 Consultant 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 Consultant may direct. No change will be made

in basis of payment for the Contract items involved or in Contract time as a result of authorizing a change in methods or equipment under this subsection.

12. **Cooperation of Contractor**

The Contractor will be supplied with four hard copies or an electronic PDF of the Plans and Technical Specifications. It shall have available at the work site at all times one hard copy each of the plans and specifications, along with a record of all field deviations and revisions. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Consultant shall notify the Contractor as to the location, date, and time of a Preconstruction Conference to confirm and discuss matters pertaining to scheduling and execution of the Work. The Contractor shall bring to the Preconstruction Conference a detailed progress and phasing schedule for the project. Once the Contractor's plan is approved, any deviations must receive the Consultant's approval.

The Contractor shall give constant attention to the Work to facilitate the progress thereof, and it shall cooperate with the Owner and Consultant and any inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent or foreman on the Work at all times who is fully authorized as its agent on the work, and who will be available to contact on a 24-hour basis throughout the duration of the Contract. The superintendent or foreman shall be capable of reading and thoroughly understanding the drawings and specifications and shall receive and fulfill instructions from the Consultant or its authorized representative.

As part of its bid, the Contractor shall provide the resume of and work references for the proposed job superintendent, who shall have similar and relevant project experience with the same level of responsibility prior to award of the contract. The Owner specifically retains the right to reject such project superintendent if the level and type of prior experience, or the references from prior projects, are not considered by the Owner to be good and adequate. If the Owner rejects the proposed Superintendent, or should a replacement superintendent be required prior to completion of the project,

Contractor shall provide information regarding a replacement and Owner shall have the right of approval of replacement superintendent.

The Contractor shall meet with a representative of Owner at the beginning of each work day to discuss and coordinate the anticipated work tasks, deliveries, and tenant operational issues.

Should the Contractor encounter conditions differing from those shown on the Drawings or mentioned in the Specifications, or encounter work not covered by the contract to be in need of repair, it shall immediately give notice to the Consultant. The Consultant will promptly investigate the conditions and direct the Contractor as to the changes or repairs that will be required to correct the conditions.

13. **Alteration of Work and Quantities**

- A. Change Orders. 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. All changes in the Work shall be effectuated by prior written change orders issued by the Consultant and approved and signed by the Consultant, Owner, and the Contractor or subsequent to a Construction Change Directive as described herein. Change orders for altered work shall include extensions of Contract time where, in the Consultant's opinion, such extensions are commensurate with the amount and difficulty of added work and/or they affect the critical path for the Project.

If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a change, the Owner reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

The Contractor's performance and payment bond surety shall waive notice of, and in the bond shall consent to, any subsequent additions, deletions, alterations, extensions, or forbearances relative to the Project and the Contractor's obligations under the Contract Documents, including without limitation the amount of Work to be done, the amount of payment for such Work, or the time allocated to complete such Work. The Surety shall agree to be bound to the full extent of the bond amount for any such additions, deletions, alterations, extensions, or forbearances concerning the Project and the Contractor's obligations under the Contract Documents.

Except as specified in Section B. Construction Change Directives below, no change, alteration, addition or deletion with respect to the Work shall be made by the Contractor unless authorized by prior written change order issued by

the Consultant and endorsed in writing by the Owner. The Contractor shall submit requests for changes in the Contract price and/or completion time in writing to the Consultant within ten (10) calendar days of any occurrence claimed as the basis for the need for a change. The Contractor shall be required to certify the cause of the change order and, if appropriate, length of time involved. Contractor's failure to give such 10-day written notice of such occurrence giving rise to the need for a change order shall be deemed a waiver by the Contractor of any claim for additional compensation and/or contract time relative to the occurrence. Should the Consultant deny Contractor's request for the desired change order for additional compensation or completion time, any claim by Contractor with Owner shall be filed in accordance with the requirements of Subsection 39 below.

- B. Construction Change Directives. A construction change directive is a written order prepared by the Consultant and signed by the Owner and Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
 2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. Unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. As provided in Section 6 below.
 3. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Consultant of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
5. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
6. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Consultant shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 2.c. above, the Contractor shall keep and present, in such form as the Consultant may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section G. shall be limited to the following:
 - a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - b. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - e. Additional costs of supervision and field office personnel directly attributable to the change.
7. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that result in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

8. Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Consultant will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Consultant determines, in the Consultant's professional judgment, to be reasonably justified. The Consultant's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with Section 39 herein.
 9. When the Owner and Contractor agree with a determination made by the Consultant concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Consultant will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.
- C. In determining the cost to the Owner resulting from either an increase or a decrease in the Work, by either Change Order or Construction Change Directive, when no unit price has been bid or agreed upon, the allowances for overhead and profit combined, included in the total cost to the Owner, shall not exceed the percentages as follows:
1. For the Prime Contractor, for any Work performed by its own forces, 15% of the cost;
 2. For the Prime Contractor, for Work performed by his Subcontractors, 7% of the amount due the Subcontractor;
 3. For each Subcontractor involved, for Work performed by its own forces, 15% of the cost;
 4. For each Subcontractor, for Work performed by its lower tier Subcontractors, 7% of the amount due the lower tier Subcontractor.

14. Public Convenience and Safety

The Contractor shall control its operations and those of its subcontractors and all suppliers, to assure the least inconvenience to the airport tenants and the traveling public. Under all circumstances, safety shall be the most important consideration.

15. Barricades, Warning and Notification Signs, and Hazard Markings

The Contractor shall furnish, erect, and maintain all barricades, warning and notification signs, and markings for hazards necessary to protect airport employees, airport tenants, the public and the Work. During any work on or around the Terminal or elsewhere as appropriate, the Contractor shall install the proper

barricades and signage to isolate half of the tug driveway at a time as the designated work area. Contractor shall coordinate placement of signs and other requirements for signs with the Owner. Signs shall be metal with wording, lettering size and type of stands determined by the Owner. Cost of signs and stands to be included in the price bid for other items.

16. Opening Sections of the Work

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 Drawings. When so specified, the Contractor shall complete such portions of the Work on or before the contract time of completion specified or as otherwise specified. The Contractor shall make its own estimate of the difficulties involved in arranging its work to permit such beneficial occupancy by the Owner.

The Contract phasing will be as described in the contract documents and as presented by Contractor and specifically approved by Owner. Upon completion of any portion of the Work to satisfy the phasing requirements, such portion may be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE, Subsection 31 of Section B.

No portion of the Work may be opened by the Contractor for public use until authorized by the Owner 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 Consultant, 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 its expense.

The Contractor shall make its 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.

17. 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.

All costs of maintenance work during construction and before the project is accepted shall be included in the price bid for the Work, and the Contractor will not be paid an additional amount for such work.

18. Contractor's Responsibility for Work

Until the Consultant'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, Subsection 31 of these General Conditions, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to any cause, whether arising from the execution or from the no execution of the Work. The Contractor shall 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.

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.

19. 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, Subsection 19 of these General Conditions, the Consultant 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 Consultant's notification, the Consultant 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.

20. Risk of Loss

Risk of loss or damage from any source shall not pass to the Owner until final acceptance.

The Contractor shall immediately replace missing or damaged equipment or materials and will be responsible for making any and all claims against carriers.

21. Maintenance of Traffic

It is the explicit intention of the Contract that the safety of the public, airport employees, airport tenants, and the Contractor's equipment and personnel is the most important consideration. It is understood and agreed that the Contractor shall provide for the free, unobstructed and safe movement of members of the public in the public areas of the airport with respect to its own operations and the operations of all its subcontractors.

With respect to its own operations and the operations of all its subcontractors, the Contractor shall provide markings, lighting, signing, flagging, barricades and other acceptable means of identifying: personnel, equipment, storage areas, and any work area or condition that may be hazardous to the passage of the public and airport employees and tenants and/or required by the Owner.

22. Maintenance of Work Site and Daily/Nightly Return of Work Area to Operational Condition

At the completion of each work day or night work session, any and all areas of construction activities shall be left in a condition whereby normal passenger operations can be conducted without subjecting passengers, employees and tenants to hazardous or unsafe conditions.

- All public areas shall be open and safely accessible to the public, unless otherwise noted herein.
- All material storage, removal and installation operations shall not obstruct safe entrances and/or exits to the Terminal Building, except as required by the Work and approved by the Owner. All materials, equipment and vehicles shall be removed from the work area at the end of each day's work, with the possible exception of the work area barricade, marking and lighting systems.
- **All debris shall be removed, and all work area demolition removal routes cleaned; waste and loose material capable of causing damage to aircraft landing gears, propellers or being ingested in jet engine, shall not be placed, permitted to drop or be blown by the wind or jet blast onto the aircraft ramp at any time. Material tracked on or near this area shall be removed continuously during the Work. All debris must be containerized; no open-topped debris containers or dumpsters will be allowed. Use magnetic broom equipment continuously to control metallic materials on the aircraft parking ramp and the entrances onto the ramp.**
- All material and stock shall be secured and barricaded at locations determined by the Owner and shall not unduly obstruct Airport operations.

23. **HAZARDOUS AND OTHER WASTES, MATERIAL AND SUBSTANCES**

- A. Contractor shall not dispose of or release any wastes of any kind, whether hazardous or not, on Owner's premises.
- B. Contractor shall remove from the airport all waste and debris arising from its work at the airport and shall dispose of it properly, in accordance with all applicable laws. In particular, Contractor shall remove all new, used and empty paint containers; all new and used lubricants, sealants, solvents and cleaners; and rags, cloths, etc. used in conjunction with the Work.
- C. Contractor shall not bring or allow or permit to be brought onto the Premises any hazardous, toxic or petroleum material substance not required for the Work. Contractor shall not dispose of or release onto or from the Premises any hazardous, toxic or petroleum material, substance, or waste. Compliance with all environmental laws shall be Contractor's sole responsibility at its sole cost. Contractor shall immediately furnish to the Executive Director written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported to any federal, state or local authority, and pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. Contractor shall also provide Commission with copies of any and all reports resulting from tests on Airport Property or made to any governmental agency, which relate to Airport property.
- D. Regardless of Commission's acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Contractor shall defend, indemnify, and hold Commission its officers, officials, board members, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of violation of this section and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Contractor further covenants and agrees to reimburse Commission and hold Commission its officers, agents and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Commission as a result of Contractor's use, release or disposal of any petroleum product, hazardous substance, material, or waste onto the ground or into the water or air. Contractor agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising under this section and Contractor further agrees that it will not raise or plead a statute of limitations defense in any action arising out of Contractor's failure to comply with the provisions contained in this section.

24. **Source of Supply and Quality Requirements**

The materials used on the Work shall conform to the requirements of the Contract Documents.

Unless otherwise indicated, it is understood and agreed that any item offered or shipped by the Contractor shall be in NEW AND FIRST-CLASS CONDITION, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging or preparation and delivery costs for the items shipped.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, or fabricator, except as otherwise specifically provided in the Contract Documents.

25. **Inspection of the Work**

All materials and each part or detail of the Work shall be subject to inspection by the Consultant. The Consultant 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 Consultant 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.

26. **Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so that the Consultant may be present for such procedures.

If the Consultant, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not required by the preceding paragraph, the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so that the Consultant may be present for such procedures. Such costs, except as provided in the following paragraph, shall be at the Owner's expense.

If tests, inspections, or approvals reveal failure of portions of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses shall be at the Contractor's expense.

27. Unacceptable Materials

Any material or assembly or method of removal or installation that does not conform to the requirements of the Contract Documents 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 Consultant.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Consultant has approved its use in the work.

28. Removal of Unacceptable and Unauthorized Work

All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable by the Consultant as provided in the subsection titled CONFORMITY WITH DRAWINGS AND SPECIFICATIONS, Subsection 5 of these General Conditions.

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 20 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of these General Conditions.

Work done contrary to the instructions of the Consultant, work done beyond the lines shown on the Plans or as given, except as herein specified, or any extra work done without an executed change order, 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 Consultant made under the provisions of this subsection, the Consultant will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct and/or offset the costs (incurred by the Owner) from any monies due or to become due the Contractor.

29. **Partial Acceptance**

If at any time during the prosecution of the project the Contractor fully completes a usable unit or portion of the Work, the occupancy of which will benefit, or is required by, the Owner, it shall request the Consultant to make final inspection of that unit. If the Consultant finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed; provided that such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract, nor shall it start any warranty period prior to the entire Project being accepted.

Reference is made to Subsection 2, TIME OF COMPLETION, NOTICE TO PROCEED AND LIQUIDATED DAMAGES, in these General Conditions and to Sections 3, TERM, and 4, CONTRACT SUM AND LIQUIDATED DAMAGES, of the Contract.

30. **Final Acceptance**

Upon due notice from the Contractor of presumptive completion of the entire project, commonly referred to as Substantial Completion, the Consultant and Owner will make an inspection.

If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, including, without limitation, drawings, supplementary drawings, and specifications, such inspection shall constitute the final inspection, and the Owner 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 Contractor shall proceed to correct the unsatisfactory work, commonly referred to as the "punch list", within fourteen (14) consecutive calendar days. 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 Consultant will make the Final Acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection. **Final Acceptance shall be achieved within the Contract Time (refer to Subsection 20 and Subsection 41 of these General Conditions).**

If the Consultant is required to conduct more than the two (2) final inspections outlined above, the charges for the Consultant's services associated with such additional inspections shall be deducted and/or offset by the Owner from the Contractor's final payment for the project.

31. Contractor's Warranties

The Contractor expressly warrants that all aspects of the Work shall be of good and merchantable quality and fit for the particular purpose for which intended. In addition to and not in lieu of any other warranties, express or implied, the Contractor expressly warrants and guarantees the Work against defects or deficiencies in all material and workmanship and shall maintain, repair or replace, solely at its own cost and expense including, without limitation, any cost of labor, materials or travel, any work that is found by the Owner to be defective, within a period of one (1) years from the date of Final Acceptance of the Work.

The establishment of the time period of one (1) years after Final Acceptance relates only to the specific Contractual obligation of the Contractor to correct the Work, and has no relationship to and is in addition to and not in lieu of any manufacturer's warranty, the time within which Contractor's obligations to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with the respect to any of its obligations other than specifically to correct the Work.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the express warranty contained in these General Conditions, the Owner may have the defects corrected and the Contractor and its Surety shall be liable for all expense incurred.

This warranty shall be in addition to and not in lieu of any and all other applicable and required warranties, as specified in these contract documents, including, without limitation, manufacturer's, special, express or implied warranties.

32. Subletting of Contract

Contractor shall not assign this Contract or any of its rights or duties hereunder, nor shall Contractor subcontract any of the Work hereunder, without the prior written consent of the Owner's Executive Director. In the event of authorized assignment or subcontracting, the Contractor shall file copies of all assignments and subcontracts with the Owner.

The Owner will not recognize any subcontractor on the Work. The Contractor shall at all times, when work is in progress, be represented either in person or by a qualified superintendent or foreman from its staff. The qualified representative shall be duly authorized to receive and execute orders of the Owner and/or Consultant.

The Contractor may only replace or add subcontractors with the prior written consent of the Owner.

Contractor shall provide a listing of all subcontractors for the projects, including name, contact, address, phone, work to be performed, contract price, and amount actually paid.

33. Certificate for Payment

- A. For all work items listed in the Unit Price Schedule, the Contractor shall be paid based on the actual quantities of work performed, as measured and verified in the field by the Consultant, multiplied by the corresponding unit price specified in the schedule. Where the unit is a lump sum, the payment will be based upon the Consultants estimate of the percentage of the lump sum work completed and in place. The unit price includes all labor, materials, equipment, overhead, and profit associated with the execution of that work item.
- B. The "Unit Price Schedule Completed" portion of the form shall be completed, the Contractor's certification completed and signed, and the appropriate substantiating material attached to each Certificate for Payment along with the appropriate approval of the Consultant.

34. Payment to Contractor

PROGRESS PAYMENTS: Unless otherwise provided by the Contract Documents and based upon Certificate for Payment form approved by and submitted to the Consultant by the Contractor and upon a Recommendation for Payment issued by the Consultant, the Owner shall make Progress Payments to the Contractor on account of the Contract Sum not later than the last day of the succeeding calendar month for all Work satisfactorily performed under and in accordance with the requirements of this Contract during the preceding monthly period ending on the 25th day of the preceding month. The Contractor's Certificate for Payment shall be submitted to the Consultant not later than the first day of each month, who shall, if it approves the same, issue to the Owner, with copy to the Contractor, a Recommendation of Payment thereon. To insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each approved Certificate for Payment until all of the Work provided for in the Contract Documents is fully completed, as determined by Consultant and Owner, and Owner has issued final acceptance of the Work.

The preparation, submission and approval of all Certificates for Payment and Recommendation for Payment shall be in accordance with the provision of the Contract Documents.

FINAL PAYMENT. Final payment, constituting the entire unpaid balance of the Contract Sum, but less such sum to which the Owner is entitled pursuant to the Contract Documents as liquidated damage for delay in timely completion of the work or damages/costs pursuant to Section 5 of the Contract, shall be paid by the Owner to the Contractor within thirty (30) days after completion of the Work, provided the Work has been fully and satisfactorily completed, the Contract duly performed, Final Acceptance has occurred, the Lien and Claims Release and the Warranty of Construction forms have been completed and submitted by Contractor, a Certificate for Payment marked "Final," has been issued by the Consultant, and the Owner's Executive Director has accepted in writing all said work.

A separate request for payment of all sums retained by the Owner is required upon approval of Final Payment.

Prior to receiving any payments under this Contract, if the Contractor is an individual, the Contractor shall provide their social security number to the Owner and if the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number to the Owner.

35. Payments to Subcontractors

If Contractor has used any subcontractor to perform work required under the Contract Documents, Contractor must take one of the following actions within seven (7) days after receipt of the amount paid to Contractor by Owner for work performed by the subcontractor:

- A. Pay the subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the subcontractor under that contract; or
- B. Notify the Owner and subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor agrees to pay interest to subcontractor on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment for Owner for work performed by subcontractor, except for amounts withheld pursuant to subparagraph (b) above. Interest on the unpaid amount will accrue at the legal rate.

Contractor agrees to include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor agrees that it shall defend, indemnify, and hold the Owner harmless for any lawful claims caused by failure of the Contractor to make prompt payments to all persons supplying it equipment, labor, tools or materials in prosecution and completion of the Work provided for in the Contract. In the event of such claims, the Owner may, after providing written notice to the Contractor, withhold from any progress and/or Final Payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Contract.

36. Claims by Contractor

A. **CONTRACTOR CLAIMS TO ENGINEER FOR CHANGE ORDERS.** If for any reason the Contractor deems that additional compensation or other relief is due it, including, without limitation, work or materials not clearly provided for in the Contract, drawings, or specifications, or not previously authorized as extra work, or inadequate time for additional work, it shall notify the Engineer in writing, attaching all supporting documentation/date, of its intention to request such change order for additional compensation or time, within ten (10) calendar days of notice of the occurrence giving rise to the claimed change. Any and all such claims by Contractor for additional compensation or other relief shall be submitted first to Engineer in accordance with the provisions of this Section. The Contractor shall not begin such work or incur the expense for such materials until it receives a prior written change order executed by the Owner. 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 relief or 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. If Contractor submits its request for the claimed change order within ten (10) calendar days of notice of the occurrence giving rise to the need for the claimed change, and if Engineer should deny Contractor's request for the claimed change order or additional compensation or completion time, any claim by Contractor with Owner shall be filed in accordance with the requirements of Section B below. Nothing in this subsection shall be construed as granting Contractor a right to dispute final payment based on actual differences from Contractor's original estimates of measurements or computations.

B. **CONTRACTOR CLAIMS TO OWNER.** Contractual claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Agreement, or the performance or furnishing of the work, including without limitation, Engineer's denial of Contractor's request for a change order for additional money and/or an increase in time, shall be

submitted in writing together with all supporting documentation/data and a request for a formal decision to the Owner's Executive Director. Contractor shall deliver the written notice with supporting data for each such claim, dispute or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence of the event giving rise to the claim. Contractor's failure to submit written notice of such claim, dispute or other matter with the supporting data to Owner's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an absolute bar to any future claim or suit against Owner for damages or relief of any kind based upon such occurrence or event.. In reviewing any such claim or dispute, Executive Director may request any additional information or documentation from Contractor or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to Contractor within ninety (90) calendar days from the later of: i.) receipt of the written claim; or ii.) receipt of any additional information requested from the Contractor. Failure of the Executive Director to render a decision within ninety (90) calendar days shall be deemed a final decision by the Roanoke Regional Airport Commission denying the claim, and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

37. Acceptance and Final Payment

When the Contract Work has been accepted in accordance with the requirements of Subsection 32 FINAL ACCEPTANCE of these General Conditions, and the required documents (e.g. Release of Liens and Claims, Warranties, marked up drawings and/or record drawings, etc.) have been received by Consultant, the Consultant will approve Contractor's invoice for payment and submit it to Owner for processing and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Subsection 39 CLAIMS BY CONTRACTOR of these General Conditions, such claims will be considered by the Owner in accordance with local laws or ordinances and the provisions of this Contract. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

38. Determination and Extension of Contract Time

The number of calendar days allowed for completion of each Phase of the Work shall be stated in the Contract Documents and shall be known as the CONTRACT TIME. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the Contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days.

Should the Contract Time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- A. Weather Related: The number of calendar days specified in the Contract for performance of the Phase 2 Work includes an allowance for 90 percent of the one hundred and fifty (150) calendar days being available for productive work.

The Contractor may request an extension in contract time, if the available days for productive work (including all Saturdays, Sundays, and holidays) are less than 90 percent of the established Phase 2 contract time. The contract time will be extended until the allowed number of available productive days is achieved.

A day will be considered available for productive work, irrespective of whether the Contractor actually worked or not, if, in the Consultant's sole and exclusive opinion, the Contractor could have been able to proceed with a principal work item for at least a 4-hour work period. The Contractor shall notify the Consultant within five calendar days, in writing or by fax, if it considers a particular day not available for productive work in at least a 4-hour work period.

The Contractor shall keep a daily record of weather conditions noting days and hours which are not available for work in accordance with the above criteria. Such records shall be provided to the Engineer on a weekly basis. Failure to provide such records will void any potential claims for Contract Time extensions due to weather.

- B. Other Causes: If the Contractor finds it impossible for reasons beyond its control to complete the Work within the Contract Time as specified, or as extended in accordance with the provisions of a written change order, it shall within five (5) calendar days of any occurrence claimed as the basis for the need for a change, make a written request to the Consultant for a change order with an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Consultant finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, it may recommend that the Owner extend the time for completion in such amount as the conditions justify. Upon the Owner's concurrence and authorization as evidenced by a written change order, the extended time for completion shall be in full force and effect, the same as though it were the original time for completion.

Failure to provide written notice at the inception of the event giving rise to the need for a time extension within the time limits imposed in this Subsection will be deemed a waiver of any claim for time extension.

All calendar days elapsing between the effective dates of the Consultant's order to suspend and resume all work, due to causes not the fault of the Contractor, shall not be counted against the Contract Time. Charges against the Contract Time will cease as of the date of final acceptance as determined by the Consultant and Owner.

39. Failure to Complete on Time

It is mutually agreed between Contractor and Owner that time is of the essence in the performance of the Contract, and that in the event all Work required under the Contract is not fully and satisfactorily completed within the times specified, including all extensions and adjustments as provided in Subsection 41 DETERMINATION AND EXTENSION OF CONTRACT TIME of these General Conditions, it is agreed that the Contractor and its Surety shall owe Owner and Owner may retain, deduct, and/or offset from money to be paid Contractor, the sum set forth in the Contract for each calendar day that the Work remains incomplete, not as a penalty, but as the parties' reasonable agreement of liquidation of a reasonable portion of damages that will be incurred by Owner by failure of Contractor to complete the Work with the time stipulated. Contractor covenants and agrees that the actual damages that may result from failure to complete the Work within the time required under the Contract are uncertain and difficult to determine with exactness and that the amount fixed in the Contract is not out of proportion to the probable loss. Contractor further covenants and agrees that: (a) the actual damages that may result from failure to complete the work within the time specified are uncertain and difficult to determine with exactness and that the amounts fixed as liquidated damages herein are not out of proportion to the probable loss; (b) Owner retains the right to make such retentions, deductions and/or offsets for liquidated damages at any time and that Owner's imposition and the retention, deduction and/or offset of any liquidated damages hereunder shall not be subject to any prior notice or claim requirements; and, (c) **Contractor waives any defenses as to the validity of any liquidated damages provisions in this Contract based on such liquidated damages being void as penalties or not being reasonably related to actual damages.** It is further agreed, however, that application of liquidated damages hereunder shall not be Owner's exclusive remedy and shall not bar any other claim, cause of action, or remedy that Owner may have against Contractor under applicable law in the performance of this Contract.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract. It is understood that the foregoing provisions

shall not limit the right of the Owner to declare a breach of Contract, and in such event, the liability of the Contractor, including liability for such liquidated damages, shall continue.

40. **Default and Termination of Contract**

The Contractor shall be considered in default of its Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons. If the Contractor:

- A. Fails to begin the Work under the Contract within the time specified in the "Notice to Proceed";
- 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;
- 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;
- D. Discontinues the prosecution of the Work;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
- G. Allows any final judgment to stand against it unsatisfied for a period of 10 days;
- 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, or comply with any Contract term.

Should the Owner consider the Contractor in default of the Contract for any reason stated hereinbefore, including, without limitation, delay, neglect or improper prosecution of the Work, then the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the Contract.

If the Contractor or Contractor's surety, within a period of 10 days after such notice, does not proceed to correct the cause for such notice, then the Owner shall, upon

written notification from the Consultant of the facts giving rise to such notice and/or the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to declare the Contractor in default and to take the prosecution of the Work out of the hands of the Contractor. However, in the event that that Contractor's failure is a violation of law, or an act or condition that poses a risk of harm to people or their property, then Contractor shall immediately take action to cure such failure and shall complete such cure within 24 hours or risk being declared to be in default of the Contract. 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 the Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Consultant will be required for the completion of the Contract in an acceptable manner.

In the event that Contractor defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and Owner places the enforcement of all or part of this Contract in the hands of an attorney, including the filing of a suit upon the same, Contractor agrees to pay all of Owner's reasonable attorney's fees and any costs related to any such proceeding. *All costs and charges incurred by the Owner, together with the cost of completing the Work under Contract, may be deducted, retained, and/or offset 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 continue to be liable and shall pay to the Owner the amount of such excess.*

41. SPECIAL CONDITIONS

A. 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. Separate contracts involving multiple Contractors may be underway simultaneously in, around and/or near several portions of the Work area. Contractor will be required to attend daily coordination meetings with other Contractors and Owner at the direction of the Owner's representative.

When separate contracts are let within the limits of any one project, each Contractor shall conduct its 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 to the maximum extent feasible to avoid conflicts and all conflicts shall be brought to the Engineer's attention as soon as possible.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its 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 its 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. It shall join its work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

B. DAILY COORDINATION MEETINGS – CONTRACTOR DUTIES

1. Participate in brief daily coordination meetings with Owner and any on-site representative of Consultant to advise Owner of that day's intended construction activities.
2. Time: Conduct meeting at beginning of each work day, at time mutually agreed upon by Owner and Contractor.
3. Location: As mutually agreed upon by Owner and Contractor.
4. Required Attendees:
 1. Owner's Project Coordinator or designated representative.
 2. Contractor's superintendent.
 3. Appropriate subcontractors.
 4. Representatives of other contractors working on terminal projects.
 5. Tenant Representatives affected by the current day's work-
5. Agenda: Discuss and coordinate the following:
 1. Areas in which the (next) day's work will be conducted.
 2. Nature of work to be conducted.
 3. Scheduled deliveries.
 4. Access and Security issues.
 5. Tenant operational issues.
 6. Work/Projects being undertaken in the terminal by other contractors and coordination of all projects.
6. Do not work outside areas approved at daily meeting without prior notification to and approval by Owner's representative.

CONTINUOUS USE OF AIRPORT FACILITIES

The Owner will maintain continuous, normal use of the Terminal Building and all surrounding areas during any construction operations. Aircraft and passenger operations shall continue in the area surrounding the Terminal Building. All existing Owner and tenant facilities, aircraft, passengers and personnel in surrounding areas shall be protected.

Damage resulting from Contractor's operations shall be immediately repaired by Contractor or, at Owner's discretion, repaired by the Owner. The Contractor shall be responsible for the cost of such repairs. Cost will be deducted from payments made to the Contractor.

Contractor shall take every precaution to prevent fumes, noxious odors, preparation materials, and debris from entering the building and affecting or harming persons, aircraft and/or vehicles. Contractor shall also take action to prevent excessive noise. Should odors or noise be deemed excessive by the Owner, the Contractor shall be ordered to cease work immediately until the problem can be corrected to the Owner's satisfaction.

C. ON-SITE SAFETY

The Contractor is responsible for all aspects of onsite safety while performing the Work.

AIRPORT SAFETY REQUIREMENTS DURING CONSTRUCTION

1. GENERAL SAFETY REQUIREMENTS.

During performance of this Contract, the Airport runways, taxiways, and aircraft parking aprons shall remain in use by aircraft to the maximum extent possible. Aircraft use of areas near the Contractor's work will be controlled to minimize disturbance to the Contractor's operations. The Contractor shall not allow employees, subcontractors, suppliers, or any other unauthorized person to enter or remain in any airport area that would be hazardous to persons or to aircraft operations.

All work which is too close to an active runway, taxiway or apron to be performed under operational conditions shall be performed when the runway, taxiway or apron is not in use and the proper coordination with Air Traffic Control has been established. Such work shall not be accomplished without prior permission from the Director of Facilities and Grounds.

2. CONSTRUCTION AND FACILITIES MAINTENANCE.

The Contractor shall be aware of and take all precautions necessary to avoid the following types of airport safety problems and hazards during construction:

- (1) Trenches, holes, or excavations on or adjacent to any open runway or in safety areas.
- (2) Unmarked/unlighted holes or excavation in any apron, open taxiway, open taxi-lane, or related safety area.
- (3) Mounds or piles of earth, construction materials, temporary structures, or other objects in the vicinity of any open runway, taxiway, taxi-lane, or in a related safety, approach, or departure area.
- (4) Pavement drop-offs or pavement-turf lips (either permanent or temporary) which could cause, if crossed at normal operating speeds, damage to aircraft that normally use the airport. (The normal maximum is 3 inches for either.)
- (5) Vehicles or equipment (whether operating or idle) on any open runway, taxiway, taxi-lane, or in any related safety, approach, or departure area.
- (6) Vehicles, equipment, excavations, stockpiles, or other materials which could degrade or otherwise interfere with electronic signals from radios or electronic navigational aids.
- (7) Unmarked utility, navaid, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
- (8) Objects (whether marked or flagged or not) or activities anywhere on or in the vicinity of the airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
- (9) Unflagged/unlighted low visibility items (such as tall cranes, drills, and the like) anywhere in the vicinity of active runways, or in any approach or departure area.
- (10) Misleading or malfunctioning obstruction lights.
- (11) Unlighted/unmarked obstructions in the approach to any open runway.
- (12) Inadequate approach/departure surfaces (needed to provide adequate landing/takeoff clearance over obstructions or work or

storage areas).

- (13) Inadequate, confusing, or misleading (to user pilots) marking/lighting of runways, taxiways, taxi-lanes (including displaced or relocated thresholds).
- (14) Water, snow, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates visibility of runway/taxiway marking or lighting, or of construction and maintenance areas.
- (15) Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of airport operations area.
- (16) Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, or aprons, or in related safety areas.
- (17) Inadequate fencing or other marking to separate construction or maintenance areas from open aircraft operating areas.
- (18) Failure to control vehicle, human, and large animal access to, and nonessential non-aeronautical activities in, open aircraft operating areas.
- (19) Failure to maintain radio communication between construction/maintenance vehicles and air traffic control tower or other on-field communications facility, e.g., FAA Flight Service Station (FSS) or Unicom radio.
- (20) Construction activities or materials which could hamper crash-fire-rescue (CFR) vehicle access from the Aircraft Rescue and Firefighting (ARFF) station to all parts of the runway/taxiway system, to runway approach and departure areas, and to aircraft parking locations.
- (21) Bird attractants such as edibles (food scraps, etc.) or other miscellaneous garbage, other trash, or ponded water on airport.
- (22) See other sections of these contract documents for additional related safety, security and operational requirements.

The Contractor shall also conduct activities so as not to violate any safety standards herein and shall inspect all construction and storage areas as often as necessary to be aware of conditions, and promptly take all steps needed to prevent/remedy any unsafe or potentially unsafe conditions/activities discovered.

Before actual commencement of construction activity, Contractor shall (through the Office of the Director of Facilities and Grounds, and the Engineer) give notice using the Notice to Airmen (NOTAM system) of proposed time and date of commencement of construction in such areas.

Upon completion of work and return of all such areas to standard conditions, Contractor shall (through the office of the Director of Facilities and Grounds and the Engineer) issue notice (using the NOTAM system) of completion of construction.

3. TRENCHES, EXCAVATIONS AND STOCKPILED MATERIAL.

Open trenches or excavations exceeding 6" in depth and 6" in width or stockpiled material will not be permitted within the limits of safety areas of operational runways or taxiways. 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.

4. CONSTRUCTION IN PROXIMITY TO RUNWAYS.

- (1). RUNWAY SIDES. If appropriate construction NOTAM has been issued, construction (using equipment under 10' tall) is permissible as close as 250-feet from the centerline of a runway.
- (2). If the foregoing clearance is not available or cannot be maintained, the runway segment involved (or the entire runway) must be closed.

5. CONSTRUCTION IN PROXIMITY TO TAXIWAYS/TAXILANES. If an appropriate construction/maintenance NOTAM has been issued, construction and/or maintenance activities are permissible up to pavement edge of active taxiways/taxilane provided:

- (1). Adequate wingtip/propeller/engine pod clearance exists at all points along taxiway/taxilane; and
- (2). Construction/maintenance areas are adequately marked and lighted for visibility to user pilots. If such clearance is not available, but aircraft could with guidance pass through, construction/maintenance is still permissible up to pavement edges provided wing walkers/aircraft directors are used to guide aircraft through. Otherwise the taxiway/taxilane must be closed for construction/maintenance.

6. CLOSED RUNWAY MARKING.

- (1) MARKING. If closed runway markings are required, they shall

conform to standards in AC 150/5340-1 and as required by the contract documents.

- (2) LIGHTING. Approach and visual navaid lighting on a closed runway shall be turned off and kept off during closure.

If barricades, flagging and flashers are required, they shall conform to FAA Standards and details as may be shown on the plans.

7. CONSTRUCTION AREA MARKING. Flaglines, traffic cones, flashers, and/or signs shall be used as necessary:

- (1) To clearly separate all construction/maintenance from other parts of air operations area,
- (2) To identify isolated hazards, such as open manholes, excavations, areas under repair, stockpiled material, waste areas, etc., and
- (3) To identify FAA, airport, and National Weather Service facilities, cables, power lines, ILS critical and other sensitive areas.

All barricades, temporary markers, flagline supports, and other objects placed/left in safety area of any open runway, taxiway, or taxilane shall be:

- (1) As low as feasible;
- (2) Of low mass;
- (3) Easily collapsible if impacted by an aircraft or component thereof;
- (4) Weighted down or attached to surface to reduce chance of movement by prop wash/jet blast/wing vortex or other wind currents; and
- (5) If affixed to the surface, frangible at ground level.

8. OTHER MARKING AND LIGHTING. Objects (whether fixed or mobile) above runway elevation that penetrate the applicable runway approach surface described in FAA Part 77.25, Paragraph (d), may be hazardous to aircraft operations. Construction/maintenance-related objects such as stockpiled materials or equipment within these distances may need airspacing and shall be marked with orange and white flags or paint and, if nearest runway is used at night, be well illuminated and/or obstruction lighted.

9. MOTORIZED VEHICLES.

- (1) When any vehicle other than those approved for use in the aircraft movement area and runway approach area is required to travel over any portion of that area, it shall be escorted by a vehicle properly identified to operate in the area and be provided with a flag on a staff attached to the vehicle. A flag or escort vehicle is not required for vehicles that have been painted, marked and lighted for routine use on aircraft movement areas. Any vehicle operating on the movement area during the hours of darkness shall be equipped with a flashing dome-type light. See AC 150/5210-5, "Painting, Marking and Lighting Vehicles used on Airports", current edition. Vehicle operation safety training may be required of any operator and shall be required of any operator driving without escort in the aircraft movement area.
- (2) Vehicular traffic crossing active movement areas shall be controlled by two-way radio with the control tower, and be escorted by properly authorized Contractor's or Owner's personnel. The clearance should be confirmed by the driver's personal observations that no aircraft is approaching his position.
- (3) It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers prominently displayed on each side. The identifying symbols should be of 8-inch minimum, block-type characters of a color easily read. They may be applied by use of tape or water-soluble paint to facilitate removal. In addition, all vehicles must display the identification media as specified in the approved security plan, if applicable.
- (4) Employee parking shall be as designated by the Engineer or as shown on the Plans.
- (5) CONSTRUCTION SITE ACCESS AND HAUL ROADS. Access to the job site shall be via the specific route(s) as designated by the Engineer.

10. CONTRACTOR'S RESPONSIBILITY FOR NAVIGATIONAL AIDES.

The following statements concerning FAA cables and FAA NAVAID equipment shall apply to this project.

- (1) The local FAA Airway Facilities Sector Field Office (AFSFO) personnel will, upon notification, mark all FAA cables in the vicinity of construction once, prior to the start of work. The Contractor shall be responsible for any damage to cables within three feet of the marked cable route. Should it damage any cables, it shall immediately notify the Air Operations Office and take all steps necessary for the repair of the cable. If the repair necessitates any work on the part of the local FAA personnel, the Contractor will be billed for all costs incurred.
- (2) The Contractor shall minimize, as much as possible, locations where haul routes will cross earth buried FAA cable. At such crossing points, the cable

must be protected with steel boiler-plate or a similar structural device.

- (3) At times when either a runway threshold is displaced or equipment is operating in an ILS clear zone, then the affected ILS must be taken off the air. Also, when equipment is operating between a localizer antenna and its associated landing threshold, the localizer must be taken off the air. The work must be closely coordinated with the local AFSFO to eliminate unnecessary shutdowns.
- (4) When work is to be done in the vicinity of FAA cables, said cables shall be physically located by hand-digging and exposing the cables thru the full length of the construction zone. FAA cables shall be protected. No work shall be performed over direct earth buried FAA cable without first protecting the cable with steel boiler-plate or similar structural devices.

The Contractor shall not conduct any construction activity within the navigational aids (i.e., ILS components, VOR, ASR, ATCT) restricted areas shown on the plans without prior approval from the local FAA Airway Facilities Sector and the Engineer.

11. LIMITATION ON CONSTRUCTION.

- (1) Open-flame welding or torch-cutting operations are prohibited unless adequate fire and safety precautions are provided and have been approved by the Airport Owner. All vehicles are to be parked and serviced behind the building restriction line and/or in an area designated by the airport operator.
- (2) Open trenches, excavations and stockpiled material at the construction site shall be prominently marked with red flags and lighted by light units (acceptable to the Airport Owner and the FAA) during hours of restricted visibility and/or darkness. Under no circumstances are flare pots to be used for airport lighting.
- (3) Stockpiled material shall be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions. Material shall not be stored near aircraft turning areas.

12. MARKING AND LIGHTING OF CLOSED HAZARDOUS AREAS ON AIRPORTS. When areas on the Airport are closed or present hazards due to construction activities, they shall be marked and lighted according to paragraph 10 of AC 150/5340-1, "Marking of Paved Areas on Airports., current edition.

13. COORDINATION AND COMMUNICATIONS. The Contractor shall keep the Engineer apprised of its scheduled construction activities in order to allow proper notification of the Owner, its airport management and airport operators. Daily meetings to discuss construction progress and location shall be required.

The Contractor shall have a functioning two-way radio at the job site at all times work is in progress to monitor ground control frequency 121.9 when in operation. Contractor's superintendent shall also have a cellular phone on him and at the site. In the event that the air traffic control tower should be closed during a portion of the nighttime hours, during such closure the Contractor shall keep in radio communication with the Common Traffic Advisory frequency (118.3 MHZ). In addition, Contractor shall comply with all communication requirements specified in this Section.

14. DEBRIS. Waste and loose material capable of causing damage to aircraft landing gears/ propellers or being ingested in jet engine, shall not be placed or permitted on active aircraft movement areas. Material tracked or blown on these areas shall be removed continuously during the work project.
15. TRASH RECEPTACLES. In accordance with Virginia's Anti-litter Law and the safety of aircraft operations, receptacles sufficient to contain worker's litter and construction wastes capable of being spread by wind or water shall be located on the construction site. The number and size of receptacles required shall be determined by the Contractor, subject to the additional requirements of the Engineer.
16. DUST CONTROL. The CONTRACTOR is advised that aircraft storage and aircraft maintenance operations are conducted adjacent to the project. Special attention to dust control will be required during the course of the project. The use of water shall be anticipated. The Engineer reserves the right to halt work or hauling in non-conforming areas, if corrective actions are not promptly taken by the CONTRACTOR to control dust.
17. AIRCRAFT OPERATIONS.
 - (1) It is the intent of the Owner to minimize interference with aircraft operations. The Contractor shall coordinate its activities while working near the aircraft operational area, so as to create minimal interference with aircraft operations. Before starting its operations at any location on the airport, the Contractor shall assure proper safety precautions and separations in accordance with the Plans, this Section and other applicable sections of these bid documents. Construction-related activities must maintain adequate horizontal and vertical clearance from active operational aircraft areas.
 - (2) When working on the airfield, safety is of paramount importance. Vehicles and personnel must give way to emergency equipment and moving or parked Aircraft at all times.

- (3) Prior clearance must be obtained from the Director of Operations and Maintenance or Operations Manager for any movement in the AOA (secured portion of the airport). For isolated or temporary AOA entries, a minimum of twenty-four (24) hour notice is required.
- (4) All vehicle movements within the AOA shall be controlled and/or escorted by personnel assigned by the Contractor who have been trained and specifically authorized to drive within the AOA and who are equipped with two-way radio capable of communicating with the FAA Control Tower.
- (5) A Runway, Taxiway, Apron, or any portion thereof, can be closed to aircraft movements if weather conditions and/or safe aircraft operations permit re-routing operational aircraft to other areas. During such periods, all ground personnel and equipment may move freely within the "closed" area; however, clearances to "active" areas must be strictly observed. An airfield area "closed" to aircraft operations must be NOTAMed, marked and lighted in accordance with specific standards.
- (6) A change of weather conditions, an emergency, or a change in the overall safe operational status of the airfield may be cause for the Director of Operations and Maintenance, Operations Manager, or their designee to order any or all personnel and equipment to immediately vacate any designated airfield area, including "closed" areas, without liability to the Commission.
- (7) Prior to closing or restricting, either horizontally or vertically, the use of any portion of the airfield to operational aircraft, all airfield users will be briefed of the proposed action, sufficiently far in advance to adjust schedules and maintain uninterrupted, near normal airfield operations. All such proposed actions will be coordinated through the Engineer and approved by the Airport Director of Operations and Maintenance or Operations Manager.
- (8) At the completion of each work day or night work session, any and all areas of construction activity within the Air Operations Area (AOA) shall be left in an "Operational Condition" as defined in Sections 24 of the General Provisions.

18. AIRPORT SECURITY.

- (1) Timing of Access: The Contractor shall coordinate access to secure areas with the Owner. All work in the secure area shall be under escort by Owner personnel.
- (2) Itinerant Workers or Suppliers: Personnel and/or suppliers requiring only occasional access to the site may be exempt from the safety/security/driver

training requirements provided they are under the direct supervision (within approximately 100 feet) of an appropriately badged escort. Vehicle convoys of no more than two vehicles shall be permitted. Escorted vehicles are not exempt from the marking requirements.

- (3) Maintaining Perimeter Fence Line: The CONTRACTOR shall maintain the perimeter fence on a continuous basis with any temporary opening being continuously observed by the CONTRACTOR'S badged and trained access guard. All temporary openings shall be secured at the completion of each day's work.
- (4) Delineation of Project Safety/Security Area: The CONTRACTOR shall delineate limits of construction with safety fence prior to beginning work each day. None of the CONTRACTOR'S personnel should be beyond the limits of construction without authorization from airport personnel. Violators are subject to removal from the jobsite and loss of the identification badge and/or working privileges inside the airfield area.
- (5) Security Plan: The Contractor shall submit a security plan two weeks prior to the pre-construction conference. The security plan shall outline the methods and means that the CONTRACTOR intends to apply in order to maintain airport security.
- (6) Additional Security Information: Additional information regarding security items is available through the Chief of Safety and Security at (540) 362-1999.

19. VEHICULAR ACCESS. All of vehicles of Contractor and subcontractors entering AOA shall have the company name on both sides of the vehicles using letters eight inches or greater in height. Contractor may also be required to affix a Commission issued vehicle decal to each such vehicle.

All persons driving such vehicles shall be trained and specifically authorized/badged to drive inside the security fence in an area where aircraft are operating, or be escorted by an employee of

Contractor who has been so trained.

20. **CONSTRUCTION FLAGS.** The Contractor shall furnish aircraft warning flags in aeronautical areas, colored orange and white, three feet (3') by three feet (3') in a checkerboard pattern for equipment and flagmen use. Flags on equipment shall be mounted on a staff not less than eight feet (8') in length. Each truck or other piece of equipment of the Contractors shall have attached to it, in a vertical and clearly visible position, a warning flag.
21. **RESIDENCE ON AIRPORT.** No CONTRACTOR employee(s) will be permitted to reside at any location on the project site or airport property, including the Contractor's project trailer(s) or other temporary facilities.



EXHIBIT C

Required Contract Provision for Airport Improvement Program and Obligated Sponsors

Exhibit D – Contract Provisions for Airport Improvement Program

Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

Paragraph Number	Term	Definition
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.

Paragraph Number	Term	Definition
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

Paragraph Number	Term	Definition
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	<p>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.</p>
10-33	Major and Minor Contract Items	<p>A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.</p>
10-34	Materials	<p>Any substance specified for use in the construction of the contract work.</p>

Paragraph Number	Term	Definition
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the Roanoke Regional Airport Commission.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'

Paragraph Number	Term	Definition
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

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

Paragraph Number	Term	Definition
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

Paragraph Number	Term	Definition
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
	Owner Defined Terms:	
10-66	ADDENDA	Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents and become a part thereof.
10-67	FAA ADVISORY CIRCULAR (AC)	A document prepared by the Federal Aviation Administration to provide guidance and information in a designated aviation related subject area, including standards, materials, and/or methods. The most current edition of ACs, approved by the FAA, can be found on the FAA web site at https://www.faa.gov/regulations_policies/advisory_circulars/
10-68	INSTALL	Unless described otherwise in the plans or specifications, "install" shall mean to furnish the item(s) referenced and to provide all materials, labor, equipment, and tools necessary to establish the referenced items(s) in place and in the correct working order.
10-69	NOTICE OF AWARD	The written notice by the Owner to the apparent low bidder that they are the successful bidder and, that upon compliance with the contract conditions, the Owner intends to execute the contract with the apparent low bidder.
10-70	SHOP DRAWINGS	All drawings, diagrams, illustrations, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work. All shop drawings shall be approved by the Contractor and submitted to the Engineer for review and acceptance for reasonable conformance to the contract documents.

Paragraph Number	Term	Definition
10-71	SUBCONTRACTOR	An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.
10-72	SUBSTANTIAL COMPLETION	The work has progressed to the point where, in the opinion of the Owner as evidenced by the Engineer's definitive Certificate of Substantial Completion, it is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended.
10-73	VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, CURRENT EDITION	The Virginia Department of Transportation Road and Bridge Specifications, current edition, utilized for highway construction. These specifications may be incorporated by reference in some of the technical specifications for this project and shall have the same force and effect as if included in the contract physically.
10-74	VIRGINIA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS, CURRENT EDITION	The Virginia Department of Transportation Standard Drawings, current edition, utilized for highway construction. These standards may be incorporated by reference in some of the plans and technical specifications for this project and shall have the same force and effect as if included in the contract physically.

END OF SECTION 10

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Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders).

A copy of the advertisement for the project has been incorporated in the front of these specifications.

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

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

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

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

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

Mobilization is limited to 10 percent of the total project cost.

A prebid conference will be held for this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements.

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

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

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

- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract.

The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, without in any way invalidating the unit bid prices.

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

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

20-07 Preparation of proposal. See Instructions to Bidders.

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

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

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

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

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

20-10 Bid guarantee. See Instructions to Bidders.

20-11 Delivery of proposal. See Instructions to Bidders.

20-12 Withdrawal or revision of proposals. See Instructions to Bidders.

20-13 Withdrawal or revision of proposals. See Instructions to Bidders.

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

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

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

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

20-15 Discrepancies and Omissions. See Instructions to Bidders.

END OF SECTION 20

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Section 30 Award and Execution of Contract

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

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

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

30-02 Award of contract. See General Conditions.

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

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

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. See Instructions to Bidders.

30-07 Approval of contract. See Instructions to Bidders.

30-08 Failure to execute contract. See Instructions to Bidders.

END OF SECTION 30

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Section 40 Scope of Work

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

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

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

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

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

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

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

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

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general

scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

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

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

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

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

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

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the 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 Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the 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 the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the 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 their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the 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 their own exercise of option a., b., or c.

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

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

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Engineer. The Engineer has final authority regarding the interpretation of project specification requirements. The Engineer shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The Engineer does not have the authority to accept work that does not conform to specification requirements.

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

If the 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 their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of their determination that the affected work be accepted and remain in place. The Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the 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.

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

The 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. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If

any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 List of Special Provisions. See the Special Provisions section of the specification.

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

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

50-06 Cooperation between Contractors. See General Conditions.

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

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

Copies of survey notes will be provided to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the Engineer prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): AutoCAD 2018 or newer.

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

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

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

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

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The 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.

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

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

50-10 Removal of unacceptable and unauthorized work. See General Conditions.

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

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

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

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

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

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the 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 recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. See General Conditions.

50-15 Final acceptance. See General Conditions.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the 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 10 calendar days, submit a 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.

END OF SECTION 50

Section 60 Control of Materials

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

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

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

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

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

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

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

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

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

60-03 Certification of compliance/analysis (COC/COA). The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

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

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

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

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

The Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work. The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

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

Should the 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 the Contractor 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. Place office or working space in a convenient location with respect to the plant.

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

60-05 Engineer/ Resident Project Representative (RPR) field office. The Contractor shall provide dedicated space for the use of the Engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the 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 and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the 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 their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

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

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

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

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

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

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

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

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

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

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

A LISTING OF UTILITIES OR OTHER FACILITIES WHICH MAY BE ENCOUNTERED DURING THE WORK HAS BEEN PROVIDED BELOW.

Facility or Utility	Person to Contact (Name and Title)	Telephone/Email
Airport Operations	BJ Nipper	(540) 797-3094
FAA NAVAIDS / FAA Sector Field Office	Arnold Fouch	(540) 265-2294
Airfield Runway and Taxiway Lighting	Jay Ball	(540) 362-1999
FAA Control Tower	Trisha Newberry	(540) 265-2280
National Weather Service	William Riehl	(540) 552-0084
Virginia 811 / Miss Utility of Virginia	N/A	811 or 1-800-552-7001 www.va811.com
Verizon	Business Office	(800) 837-4966
Appalachian Power Company	Business Office	(800) 956-4237
Roanoke Gas Co.	Gas Leak Reporting	(540) 777-0623
Cox Cable Roanoke	Technical Support	(866) 272-5111

Except as AUTHORIZED BY THE OWNER ~~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 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 Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

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

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

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

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

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, *Operational Safety on Airports During Construction*. The CSPP is included in the Appendices.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

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

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

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work ~~must be specified below and~~ SHALL BE indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. Upon completion of any portion of work ~~listed above~~ INDICATED IN THE CSPP AND THE PROJECT PLANS, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the 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 their expense.

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

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP. Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

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

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

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

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

See paragraph 70-04 for a list of all known services or utility providers with associated contact information.

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

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

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

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

normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

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

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations. Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the 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 their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

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

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

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

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

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

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

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

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their

authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

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

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

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

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

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed. Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See General Conditions and Contract Forms.

END OF SECTION 70

Section 80 Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least 51 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the Engineer 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/non-minority status.

80-02 Notice to proceed (NTP). See General Conditions.

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

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 48 hours in advance of resuming operations.

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

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall

show all work items identified in the project proposal for each work area and shall include the project start date and end date.

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

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

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

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

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

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

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures. The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

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

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the 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 immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

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

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

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

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

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

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with their own 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 or for any other delay provided for in the contract, plans, or specifications.

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

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner’s orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
	SEE PLANS	

~~The maximum construction time allowed for Schedules [] will be the sum of the time allowed for individual schedules but not more than [] days.~~ Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. See General Conditions.

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

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract

price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

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

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer. Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the Engineer, or their authorized representatives, using United States Customary Units of Measurement. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

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

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

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

When requested by the Contractor and approved by the 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.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the 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.

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Term	Description
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the Engineer before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the Engineer can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>

Term	Description
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 Payment for Extra Work.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the 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 execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

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

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

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the 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 non-perform 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 the amount of such costs.

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

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

a. From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

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

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

b. Payments to Subcontractors. See General Conditions.

c. When at least 95% of the work has been completed to the satisfaction of the Engineer, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor. It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the 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 paragraph 90-09, *Acceptance and Final Payment*.

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

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

- a. The material has been stored or stockpiled in a manner acceptable to the 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 stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

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

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

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the 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 the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the 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 Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

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

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

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

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

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

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

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

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

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

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

Federal Contract Provisions for AIP-Funded Projects

Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific provisions in certain contracts, solicitations, or specifications, regardless of whether the project is federally funded, to remain compliant with its obligations.

Unless otherwise stated, the following federally required contract provisions also flow down to subcontracts and sub-tier agreements. The Contractor (including all subcontractors) is required to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement). For work done under any purchase orders, rental agreements, and other agreements for supplies or services, the Contractor (including all subcontractors) is required to incorporate the requirements of these contract provisions by reference.

The prime Contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

A1: ACCESS TO RECORDS AND REPORTS

Sources: *2 CFR § 200.334*; *2 CFR § 200.337*; *FAA Order 5100.38*

Contract Dollar Threshold: \$0

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

A2: BREACH OF CONTRACT TERMS

Source: *2 CFR § 200 Appendix II (A)*

Contract Dollar Threshold: \$250,000

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

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

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

A3: BUY AMERICAN PREFERENCE

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

Contract Dollar Threshold: \$0

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

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

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

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

Certification of Compliance with FAA Buy American Preference – Construction Projects

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal

Acquisition Regulation Subpart 25.108.

- By selecting this certification statement, the bidder or offeror agrees:
- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S. The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

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

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

Date	Signature
Company Name	Title

A4: GENERAL CIVIL RIGHTS PROVISIONS

Source: *49 USC § 47123*

Contract Dollar Threshold: \$0

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

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

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

A5: TITLE VI SOLICITATION NOTICE

Sources: *49 USC § 47123; FAA Order 1400.11*

Contract Dollar Threshold: \$0

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42

- USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

A6: CLEAN AIR AND WATER POLLUTION CONTROL

Sources: 2 CFR § 200 Appendix II (G); 42 USC § 7401, *et seq*; 33 USC § 1251, *et seq*

Contract Dollar Threshold: \$150,000

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

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

A7: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

Contract Dollar Threshold: \$100,000

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A8: COPELAND “ANTI-KICKBACK” ACT

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

Contract Dollar Threshold: \$2,000

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

A9: DAVIS-BACON REQUIREMENTS

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

Dollar Threshold: \$2,000

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

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

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

for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

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

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

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

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

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

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or

firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

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

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

A10: DEBARMENT AND SUSPENSION

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

Contract Dollar Threshold: \$25,000

Certification of Offeror/Bidder Regarding Debarment

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

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

A11: DISADVANTAGED BUSINESS ENTERPRISES REQUIRED PROVISIONS

Source: 49 CFR Part 26

Dollar Threshold: \$0

A11.1: Proposal Requirements

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

A11.2: Prime Contracts Covered by a DBE Program

Contract Assurance (49 CFR § 26.13)

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

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

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Roanoke Regional Airport Commission. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Roanoke Regional Airport Commission. This clause applies to both DBE and non-DBE subcontractors.

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

The prime contractor must not terminate a DBE subcontractor listed in response to the solicitation as required in A12.1 (or an approved substitute DBE firm) without prior written consent of the Roanoke Regional Airport Commission. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Roanoke Regional Airport Commission and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Roanoke Regional Airport Commission should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Roanoke Regional Airport Commission may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A12: DISTRACTED DRIVING

Sources: *Executive Order 13513; DOT Order 3902.10*

Contract Dollar Threshold: \$10,000

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

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

A13: PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Sources: *2 CFR § 200, Appendix II(K); 2 CFR § 200.216*

Contract Dollar Threshold: \$0

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

A14: DRUG-FREE WORKPLACE REQUIREMENTS

Sources: *49 CFR Part 32; Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)*

Not applicable to this contract.

A15: FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Sources: *29 USC § 201, et seq; 2 CFR § 200.430*

Contract Dollar Threshold: \$0

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

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

A16: CERTIFICATION REGARDING LOBBYING

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

Contract Dollar Threshold: \$100,000

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or

Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A17: OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Source: *29 CFR Part 1910*

Contract Dollar Threshold: \$0

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

A18: PROCUREMENT OF RECOVERED MATERIALS

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

Contract Dollar Threshold: \$10,000

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

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

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

Federal Contract Provisions for AIP-Funded Projects (v. 05/24/23)

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

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

A19: RIGHT TO INVENTIONS

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

Contract Dollar Threshold: \$0

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

A20: SEISMIC SAFETY

Source: *49 CFR Part 41*

Contract Dollar Threshold: \$0

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

A21: CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Contract Dollar Threshold: \$0

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

Certifications

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

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and

debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

A22: TERMINATION OF CONTRACT

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

Contract Dollar Threshold: \$10,000

Termination for Convenience

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

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

Owner agrees to pay Contractor for:

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

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

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

Termination for Cause (Construction)

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

A23: TRADE RESTRICTION CERTIFICATION

Sources: *49 USC §50104; 49 CFR Part 30*

Contract Dollar Threshold: \$0

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

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

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

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

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

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

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

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

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

A24: VETERAN'S PREFERENCE

Source: *49 USC § 47112(c)*

Contract Dollar Threshold: \$0

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

A25: CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Sources: *2 CFR § 200.322; 2 CFR Part 200, APPENDIX II(L)*

Contract Dollar Threshold: \$0

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

A26: PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Source: *49 USC §44801 note*

Contract Dollar Threshold: \$0

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

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

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

End of Federal Contract Provisions for AIP-Funded Projects



EXHIBIT D

SIDA Badge Application Package

APPLICANT INFORMATION <i>(Please type or print clearly)</i>					
Last Name		First Name		Middle Name	
Other Names Used (including Maiden Name and Aliases)				Social Security #	
Home Street Address		City		State	Zip
E-Mail Address				Home/Cell Phone #	
Height ____ft ____in	Weight _____lbs.	Gender	Race	Hair Color	Eye Color
Date of Birth		US State or Country of Birth		Citizenship (Country)	
EMPLOYER INFORMATION <i>(Who you're going to work for at the Airport)</i>					
Company or Agency		Job Title/Position		Employment Date	
Airport Project (if applicable):					

EMPLOYEE PARKING				
<u>Vehicle #1</u> Year:	Make:	Model:	License Plate State and #:	Color:
<u>Vehicle #2</u> Year:	Make:	Model:	License Plate State and #:	Color:

The Parking Privilege is granted to the applicant only, and shall not be provided to or used by any other person. Even though two vehicles are allowed to be registered, only one vehicle may be parked in the employee lot at any one time.

I acknowledge receipt of the requirements for use of the employee parking lot and agree to be bound by them. I understand that failure to abide by these requirements may result in ticketing, towing, and/or revocation of the employee parking privilege.

****SCREENING NOTICE: Any employee holding a credential granting access to a Security Identification Display Area may be screened at any time while gaining access to, working in, or leaving a Security Identification Display Area. ****

****WARNING****

TSAR Part 1540 Section 103 Fraud and intentional falsification of records states: No person may make, or cause to be made, any of the following:

- (a) Any fraudulent or intentionally false statement in any application for this security program, access medium, or identification medium, or any amendment thereto, under this subchapter.
- (b) 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 subchapter.
- (c) Any reproduction or alteration, for fraudulent purpose, of any report, record, security program, access medium, or identification medium issued under this subchapter.

Any violation of this regulation may result in civil or criminal penalties.

I acknowledge and agree that the information provided for in this application is true and correct.

TSA Threat Assessment Form *BADGE HOLDER/APPLICANT – PLEASE READ AND SIGN BELOW*****

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Intelligence and Analysis (IA), Attention: Aviation Programs (TSA-10)/Aviation Worker Program, 601 South 12th Street, Arlington, VA 20598. I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

Badge Holder/Applicant Signature _____ Date _____

Every Applicant must present two forms of unexpired identification issued by a government authority and at least one of which must have a photo. **Acceptable forms of identification are those listed in the table below.**

For U.S. Citizens:

Two forms of ID as described in sentence (1) above; if no ID is provided from List A, you must provide one ID from List B and one ID from List C in the table below.

For U.S. Citizens Born Abroad or Naturalized U.S. Citizens:

At least one of the following: U.S. Passport, Certification of Naturalization, or Certificate of Birth Abroad (Form DS-1350 or Form FS-545).

For Individuals who hold a non-immigrant visa: Please provide the visa control number _____

For Individuals who are not U.S. Citizens:

At least one of the following: Permanent Resident Card or Alien Registration Receipt Card (Form I-551), Arrival-Departure Record (Form I-94) when presented with an unexpired foreign passport bearing the same name and containing an endorsement of the individual's non-immigrant status.

List A – Documents that Establish both Identity and Employment Eligibility

1. U.S. Passport or U.S. Passport Card
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
3. Foreign Passport with I-551 Stamp or temporary I-551 printed notation on a machine-readable Visa
4. Employment Authorization Document that contains a photograph (Form I-766)
5. Foreign passport with Form I-94 or Form I-94A with Arrival-Departure Record and containing an endorsement to work
6. Passport from the FSM or RMI with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI

OR

List B – Documents that Establishes Identity

AND →

List C – Documents that Establish Employment Eligibility

1. State issued Driver's License or ID Card with photo
2. ID Card issued by federal, state, or local government agencies with photo
3. School ID with Photo
4. Voter's Registration Card
5. U.S. Military Card or draft card
6. U.S. Military Dependent's ID
7. USCG Merchant Mariner Card
8. Native American Tribal Document
9. Canadian Driver's License

1. Social Security Card that is unrestricted
2. DOS Cert of Birth (FS-240), (FS-545), (DS-1350)
3. Original or certified copy of U.S. Birth Certificate
4. Native American Tribal document
5. U.S. Citizen ID Card (Form I-197)
6. Resident Citizen ID Card (Form I-179)
7. Employment authorization issued by DHS

*****FOR COMMISSION USE ONLY*****

Renewal Verification:

DATE

INITIALS

Verified _____

Name (Printed)

Initials

OR

AND

LIST A	LIST B	LIST C
See Attached Document	See Attached Document	See Attached Document

FINGERPRINT APPLICATION

Fingerprint Collected by _____ Date _____

Within 10 years previous of today’s application date, have you been convicted, or found not guilty by reason of insanity, of any of the following crimes:

- 1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 USC 46306 YES NO
- 2. Interference with air navigation; 49 USC 46308 YES NO
- 3. Improper transportation of a hazardous material; 49 USC 46312 YES NO
- 4. Aircraft piracy; 49 USC 46502 YES NO
- 5. Interference with flight crew members or flight attendants; 49 USC 46504 YES NO
- 6. Commission of certain crimes aboard aircraft in flight; 49 USC 46506 YES NO
- 7. Carrying a weapon or explosive aboard aircraft; 49 USC 46505 YES NO
- 8. Conveying false information and threats; 49 USC 46507 YES NO
- 9. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 USC 46502 (b) YES NO
- 10. Lighting violations involving transporting controlled substances; 49 USC 46315 YES NO
- 11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 USC 46314 YES NO
- 12. Destruction of an aircraft or aircraft facility; 18 USC 32 YES NO
- 13. Murder YES NO
- 14. Assault with intent to murder YES NO
- 15. Espionage YES NO
- 16. Sedition YES NO
- 17. Kidnaping or hostage taking YES NO
- 18. Treason YES NO
- 19. Rape or aggravated sexual abuse YES NO
- 20. Unlawful possession, use, sale, distribution or manufacture of an explosive or weapon YES NO
- 21. Extortion YES NO
- 22. Armed or felony unarmed robbery YES NO
- 23. Distribution of, or intent to distribute, a controlled substance YES NO
- 24. Felony arson YES NO
- 25. Felony involving a threat YES NO
- 26. Felony involving--(i) Willful destruction of property; (ii) Importation or manufacture of a controlled substance; (iii) Burglary; (iv) Theft; (v) dishonesty, fraud, or misrepresentation; (vi) Possession or distribution of stolen property; (vii) Aggravated assault; (viii) Bribery; or (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year YES NO
- 27. Violence at international airports; 18 USC 37 YES NO
- 28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph YES NO

Federal Regulations under 49 CFR Part 1542 Section 209 (l) impose a continuing obligation to disclose to the **Roanoke Regional Airport Commission – Access & ID or Public Safety** within 24 hours if you are convicted of any disqualifying criminal offense that occurs while you have unescorted access authority at the Roanoke Regional Airport.

The information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both (Section 1001 of Title 18 United States Code).

Applicant’s Full Name (Please Print) _____

Applicant’s Signature _____ Date _____

TO BE COMPLETED BY AUTHORIZED SIGNATORY

- INDICATE ACCESS CATEGORY NUMBER (see Signatory Signature Form) _____ Category Number
- ESCORT PRIVILEGES REQUIRED: NO YES
- DRIVING PRIVILEGES REQUESTED: NO YES Non-Movement YES Movement

If YES, I certify the applicant has a valid state issued driver's license without restrictions to drive a vehicle while working; has been properly trained as a driver in the authorized area and is authorized to operate equipment used by the employing agency. (Signatory's Initials) _____

→ Initial next to the statement that is applicable:

_____ For government agencies, or their direct contractors—I certify that a fingerprint based CHRC has been completed as required by TSAR Part 1544 Section 229 or Part 1542, Section 209 on the applicant and no disqualifying crimes were disclosed.

_____ For All Others—I certify that the applicant has a valid need for an ID badge to perform his/her job duties or to enjoy the privileges under one of the categories.

I have received the Rules and Regulations Regarding Requests for Unescorted Access at Roanoke Regional Airport and agree that any failure on my part to follow these Rules and Regulations may result in potential fines for non-compliance. I have made the applicant aware of his or her responsibilities as required under TSAR Part 1540.105(a). I will report any loss, theft, or misplacement of any ID issued to any employee, or termination of any badged employee that I am aware of to the Access & ID Office or any PSO immediately.

Authorized Signatory Name (Please Print) _____

Authorized Signatory Signature _____ Date _____

COMMISSION USE ONLY

VERIFICATION OF AUTHORIZING SIGNATORY: _____ TSA/STA APPROVED DATE: _____

_____ I certify that a fingerprint based CHRC has been completed for this non-airline Secured Area/SIDA Area applicant as required by TSAR Part 1542 Section 209, and no disqualifying crimes were disclosed.

_____ I certify that the application is complete and the applicant is authorized for the following training:

_____ Secured Area/SIDA _____ AOA, Non-SIDA _____ Sterile Area _____ Escort Privileges

_____ Driver Non-Movement _____ Driver MOVEMENT _____ Authorized Signatory

Signature of Airport Security Coordinator _____ Date _____ Case # _____ Print Date _____

BADGE NUMBER _____ Security Training Completed _____ Driver Training Completed _____

BADGE TYPE:

- Secured Area/All AOA's (Yellow) Secured Area/SIDA (Red) Cargo SIDA (Red Cargo) Sterile Area (Brown/Green Conco)
- Movement Areas (Purple) Commercial (Blue) AOA/GA Tenants Public (White)

Date Badge Issued _____ Badge Issued By _____

I acknowledge receipt of the ID media and that it is the property of the Roanoke Regional Airport Commission and must be returned or surrendered immediately upon cessation of authorization, including termination of employment, transfer to another airport, conviction of a disqualifying crime, completion of project or upon request by the Airport Commission. If applicable, the security deposit will be forfeited if the badge is not returned within thirty (30) days from access termination.

I have received and agree that any failure on my part to follow established security procedures, programs, rules and regulations may result in the revocation of my ID badge, and subject me to administrative or criminal actions, and that I may be prohibited from entering or remaining in the sterile area/secure areas of the Roanoke-Blacksburg Regional Airport. I will report any loss, theft, misplacement of any ID issued to me to the Access & ID Office or any PSO immediately. Badges expire the last day of your birth month.

Applicant's Signature _____ Date _____



EXHIBIT E

RRAC Standard Performance Bond

ROANOKE REGIONAL AIRPORT COMMISSION

CONTRACTOR'S PERFORMANCE BOND

Project:

KNOW ALL MEN BY THESE PRESENTS:

that

(Insert full name or legal title and address of contractor)

as Principal, (hereinafter referred to as "Contractor"),

and _____

(Insert full name or legal title and address of Surety)

as Surety, a corporation duly organized under the laws of the state of _____ and legally authorized to do business in the Commonwealth of Virginia (hereinafter referred to as "Surety"), are held and firmly bound unto the ROANOKE REGIONAL AIRPORT COMMISSION, 5202 Aviation Drive, Roanoke, Virginia 24012, as Obligee (hereinafter referred to as "Commission"), in the amount of

(Insert contract amount)

DOLLARS (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into an agreement with Commission, as the successful offeror for Contract No. 26-001 Terminal Improvements at Roanoke Blacksburg Airport, in accordance with all Contract Documents for the work, including, without limitation, the Request for Qualifications, Instructions to Respondents, General Terms and Conditions, completed Offerors Proposals, Technical Specifications and Plans and Drawings, if any, and the completed Contract form, which contract documents are referred to collectively as the "Contract" and are expressly incorporated herein by reference and made a part of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract, in strict conformity with each and every requirement of the Contract, and each and every of the covenants, promises, agreements, warranties, plans and specifications, and provisions to be performed by the Contractor set forth therein, and shall complete the same within the time period specified therein, all as may be amended from time to time by the parties thereto, and fully defend, indemnify and save harmless RRAC from all costs and damages which it may suffer by reason of the Contractor's failure to do so, including, without limitation, reasonable attorney's fees , and fully reimburse and repay the RRAC all costs and expenses which it may incur in making good any such default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, as stated herein.

- a. The Contractor shall well and truly perform, and carry out and abide by all the terms, conditions and provisions of said Contract and complete the work therein specified in accordance with the terms thereof and in the event the Contractor fails to perform the Contract as aforesaid, it shall be the duty of the Surety herein to assume responsibility for the performance of said Contract and to complete the work therein specified in accordance with the terms thereof; and the Surety herein shall and does hereby agree to defend and indemnify the Commission and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorney fees, or other professional services which Commission may incur or which may occur or be imposed upon it by reason of any negligence, default, breach and/or misconduct on the part of the said Contractor, and its agents, servants, subcontractors and/or employees, in, about, or on account of such work and performance of said Contract and shall repay to and reimburse to the Commission, promptly upon demand, all sums of money including reasonable attorney's and other professional fees, each and every, reasonably paid out or expended by the Commission on account of the failure and/or refusal of said Contractor to carry out, do, perform, and/or comply with any of the terms and provisions of said Contract within the time and in the manner therein provided, including, without limitation, the guarantee of the work specified therein.
- b. Any alteration, modification, omission, or addition which may be made in or to the terms of the Contract, including, without limitation, the amount to be paid or the work to be done under it, or the giving by the Commission of any extension of time for the performance of the Contract or any other forbearance of any nature whatsoever on the part of either the Commission or the Contractor to the other shall not in any way affect or release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors or assigns with regard to their obligations and liability hereunder, and notice of such alteration, extension or forbearance is hereby expressly waived by Surety. The delay, omission, or failure by Commission to call upon the Surety in any instance shall in no event release the Surety from any obligation hereunder.

- c. Contractor and Surety covenant and agree that this bond shall continue in full force and effect and shall not be canceled or expire or be deemed to be canceled or have expired until: (i) all of Contractor's obligations under the Contract have been satisfactorily completed, including, without limitation, any and all maintenance, warranty, and guarantee obligations; and, (ii) Commission receives from Surety written notice evidencing compliance with the requirements of this bond at least 30 calendar days prior to any cancellation or expiration. This bond shall continue in full force and effect and shall not be canceled or expire until all of Contractor's obligations under the Contract have been satisfactorily completed, including, without limitation, all maintenance, warranty, and guarantee obligations. In any event, this bond shall not be deemed canceled or to have expired unless and until Commission receives from Surety written notice at least 30 calendar days prior to such cancellation or expiration.
- d. The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.
- e. IT IS NOT INTENDED BY ANY OF THE PROVISIONS OF ANY PART OF THIS BOND TO CONFER A BENEFIT UPON ANY OTHER PERSON OR ENTITY NOT A PARTY TO THIS PERFORMANCE BOND OR TO AUTHORIZE ANY PERSON OR ENTITY NOT A PARTY TO THIS BOND TO MAINTAIN A SUIT PURSUANT TO THE TERMS OR PROVISIONS OF THIS BOND OTHER THAN THE ROANOKE REGIONAL AIRPORT COMMISSION OR ITS SUCCESSORS OR ASSIGN.
- f. Any suit or action hereunder shall be brought in a Virginia court of competent jurisdiction in and for the City of Roanoke, Virginia, or in the United States District Court for the Western District of Virginia, Roanoke Division, and not elsewhere .
- g. Without giving effect to Virginia choice of law provisions, the provisions of this bond shall be governed by and are intended to be consistent with and implement the laws of the Commonwealth of Virginia, including, without limitation, the requirements of the Virginia Public Procurement Act, Section 2.2-4300 et seq., Code of Virginia, as amended. In the event of any conflict, inconsistency, discrepancy, or omission as between this bond and applicable provisions of the Virginia Public Procurement Act, as amended, the provisions of the Virginia Public Procurement Act, as amended, shall be determinative and controlling. The Contractor, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby waive any objection that might be interposed as to the right of the Commission to require a bond containing the provisions contained herein, and they do hereby further expressly waive any defense which they or either of them might interpose to any action brought hereon upon the ground that there is no law authorizing the Commission to require the provisions herein to be placed in this bond.

SIGNED and SEALED this _____ day of _____, 20____, in the presence of:

Contractor

WITNESS:

By: _____ (Seal)

(Type Name and Title)

Surety

WITNESS:

By: _____ (Seal)

Attorney-In-Fact

(Type Name and Title)

(SURETY: Attach Power of Attorney)



EXHIBIT F

RRAC Standard Payment Bond

ROANOKE REGIONAL AIRPORT COMMISSION

LABOR AND MATERIAL PAYMENT BOND FOR CONSTRUCTION PROJECT

KNOW ALL MEN BY THESE PRESENTS: that

(Insert full name or legal title and address of contractor)

as Principal (hereinafter referred to as "Contractor"), and

(Insert full name or legal title and address of surety)

as Surety (hereinafter referred to as "Surety")

a corporation duly organized under the laws of the State of Virginia and legally authorized to do business in the Commonwealth of Virginia, are held and firmly bound unto the Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012 as Obligee (hereinafter referred to as "Commission"), in the amount of _____ DOLLARS (\$_____.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, Contractor has entered into a contract with Commission dated _____ for Contract No. 26-001 for the Terminal Improvements Project ("Project") at Roanoke-Blacksburg Airport, in accordance with all contract documents for such Project, including, without limitation and as may be applicable, the Advertisement, the Request for Qualifications, Instructions to Respondents, General Terms and Conditions, Supplementary Conditions, completed Offeror Proposals, Specifications, Plans and Drawings, if any, and the completed contract form, as well as all other covenants, agreements, and obligations to be performed or paid by Contractor, which documents are referred to collectively as the "Contract" and are expressly incorporated herein by reference and made a part of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly pay or cause to be paid all persons and entities for all labor, materials, and/or services furnished or supplied in furtherance of the Project and/or the work provided for in the Contract, as determined by Commission, then this obligation shall be null and void; otherwise, this obligation and all provisions of this bond shall remain in full force and effect as stated herein.

- a. If Contractor shall fail to promptly pay or cause to be paid all persons and entities for all labor, materials, and/or services furnished or supplied in furtherance of the Project and/or the work provided for in the Contract, as determined by Commission, Surety shall defend, indemnify, and hold Commission harmless from

and against any and all liability, loss, cost, damage, or expense, including reasonable attorney's fees, which Commission may incur or which may result from or be imposed upon Commission by reason of such failure.

- b. Any alteration, amendment, modification, omission, addition, extension, or forbearance which may be made in or to the terms of the Contract, including, without limitation, the amount to be paid or the obligations to be performed under it, or the giving by the Commission of any extension of time for the performance of the Contract or any other forbearance of any nature whatsoever on the part of either the Commission or the Contractor to the other shall not in any way affect or release the Contractor and/or the Surety, or their heirs, executors, administrators, successors or assigns with regard to their obligations and liability hereunder. Notice of any such alteration, amendment, modification, omission, addition, extension, or forbearance is hereby expressly waived by Surety. Any delay, omission, or failure by Commission to call upon the Surety in any instance shall not release the Surety from any obligation hereunder.
- c. Surety and Contractor hereby jointly and severally agree that this bond shall be for the protection of claimants who have and fulfill contracts to supply labor, materials, and/or services, to the Contractor or to any subcontractors, in furtherance of the Project and/or the work provided for in the Contract and shall be conditioned upon the prompt payment for all materials, labor, and/or services furnished supplied or performed in furtherance of the Project and/or the work provided for in the Contract. "Labor and materials" hereunder shall include, without limitation, services, public utility services, and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the Project site.

Any claimant who has a direct contractual relationship with the Contractor and who has performed labor or furnished material in accordance with the Contract in furtherance of the work provided in the Contract for which this bond has been given, and who has not been paid in full before the expiration of 90 days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which it claims payment, may bring an action on this bond to recover any amount due it for the labor or material. The obligee named in the bond need not be named a party to the action.

Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the Contractor, may bring an action on this bond only if it has given written notice to the Contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which it claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the Contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where its office is regularly

maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

Any action on this bond shall be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

The parties intend that the provisions hereof describing who is entitled to bring an action as a claimant on this bond shall be consistent with, but not limited by, sections 2.2-4337.A.2 and 2.2-4341 of the Virginia Public Procurement Act, Code of Virginia (1950), as amended ("Act") and that the Act and this bond be read together. To the extent any provision hereof describing who is entitled to bring an action as claimant on this bond is prohibited by any provision of sections 2.2-4337.A.2 and/or 2.2-4341 of the Act, as amended, the provision(s) of those sections of the Act, as amended, shall govern and control.

- d. Any suit or action hereunder shall be brought in a Virginia court of competent jurisdiction in and for the City of Roanoke, Virginia or in the United States District Court for the Western District of Virginia, Roanoke Division, and not elsewhere.
- e. This bond shall continue in full force and effect and shall not be deemed canceled or to have expired unless and until all of Contractor's obligations to make payments for labor and materials provided, furnished or supplied in furtherance of the Project have been satisfactorily fulfilled, as determined by Commission, or this bond is otherwise terminated in accordance with its terms or applicable law.
- f. The obligations evidenced herein shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.
- g. The provisions of this bond shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision, Virginia law for determining governing law shall not apply to the provisions of this bond. The Contractor, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Commission to require a bond containing the provisions contained herein, and they do hereby further expressly waive any defense which they or either of them might interpose to any action brought hereon upon the ground that there is no law authorizing the Commission to require the provisions herein.
- h. Wherever possible, each provision of this bond shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this bond is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this bond shall

remain operative and binding on the parties.

- i. This bond shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this bond shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any legal or other proceeding involving the provisions of this bond, and such principle or rule is expressly waived by the parties to this bond.
- j. Each party to this bond represents and covenants that the individual executing this bond on its behalf has full, unconditional authority to execute this bond and that, upon the signing of the bond by the authorized individual for each party, this bond shall become binding upon all parties

SIGNED and SEALED this _____ day of _____, 20_____, in the presence of:

Contractor

WITNESS:

By: _____ (Seal)

(Type Name and Title)

Surety

WITNESS:

By: _____ (Seal)

(Type Name and Title)

(SURETY: Affix seal and attach current power of attorney)



EXHIBIT G

Written Determination Regarding the Use of CMAR Procurement Method

Mike Stewart
Executive Director
Roanoke Regional Airport Commission
Roanoke-Blacksburg Airport
5202 Aviation Drive
Roanoke, VA 24012

Subject: ROA Terminal Improvements Project
Complex Project Description

Mr. Stewart:

Please find herein the Complex Project Description for the Roanoke-Blacksburg Regional Airport (ROA) Terminal Improvements Project.

The Code of Virginia (Code) defines a "Complex Project" as *"a construction project that includes one or more of the following significant components: difficult site location, unique equipment, specialized building systems, a multifaceted program, accelerated schedule, historic designation, intricate phasing and or some other aspect that makes competitive sealed bidding not practical."* See Va. Code § 2.2-4379.

The ROA Terminal Improvements Project encompasses many of the significant components outlined in the Code's Complex Project definition mentioned above. Therefore, it is fitting to categorize the ROA Terminal Improvements Project as "Complex" for several reasons, including but not limited to those listed below:

Difficult Site Location:

The majority of projects undertaken at existing airport terminals are carried out in challenging site conditions, owing to the necessity of maintaining operations continuously, 24 hours a day, 7 days a week. Additionally, the distinctive security protocols and work limitations imposed by different authorities further complicate the execution of construction at an existing airport terminal.

The project's scope and scale will significantly affect and impact both the terminal processor and the terminal concourse. The majority of the interior reconfiguration construction activities will take place amidst the operational sections of the airport terminal facility, which include existing airline ticketing, baggage screening and makeup, security checkpoints, and concession areas.

This will necessitate substantial contractor supervision to guarantee the safety of our customers and the security of our facilities. Except for the areas undergoing active renovation, the contractor is required to sustain airport operations within the facility throughout the program's duration with minimal disruption.

In addition to maintaining operations, it is very important that the customer experience continue to meet high standards, even amidst the ongoing construction surrounding them.

Segments of the Terminal Improvements project will be carried out in the post-security airside of the Airport facility. Any project undertaken in this area of an airport campus presents complexities, as contractors must

possess knowledge of the necessary logistics for working and staffing on the post-security side of the TSA security checkpoints, as well as on the active airfield, which restricts the pool of qualified contractors.

Furthermore, the specific security and safety protocols related to the aviation facilities that the Contractor must integrate into their project management contribute additional complexity to the Project. The Air Operations Areas (AOA), which will host part of the new construction, necessitates adherence to safety regulations in the Aircraft Movement Areas where the contractor will be transporting materials and equipment across the airfield. Both the contractor's and subcontractor's personnel will need to possess badges for security reasons, as they will be working within the Security Identification Display Area (SIDA) in accordance with the Transportation Security Administration (TSA) regulations outlined in CFR 49 1542.205. A system of identification must be implemented for construction staff in this zone, and the contractor is responsible for managing the badging of these personnel. Prior to granting unescorted access to the SIDA area, individuals must undergo training and have their backgrounds thoroughly investigated.

Moreover, due to the necessity of construction in proximity to an operational airfield, the FAA imposes specific aviation construction regulations on the contractor, requiring a distinct understanding of airport construction practices. For instance, the project will obligate the contractor to submit a form FAA 7460 as a notification of proposed construction to the FAA. Along with this submission, the FAA may impose restrictions on the heights of cranes and other construction equipment that the contractor can employ as part of its methods and means, thereby introducing additional limitations and complexities to the project.

The widening of the existing bridge connecting the terminal processor and concourse is set to be built on a restricted site, bordered on the north, east, and west by an active commercial aircraft apron. The space available for laydown, logistics, and deliveries will be constrained. Given the high visibility of the job site, the Contractor is required to implement unusual measures to obscure the visibility of their work area in order to uphold a tidy public appearance. Additionally, the Contractor must manage the intricate construction of the bridge widening amidst this commercial apron without disrupting airline operations.

Unique Equipment/Specialized Building Systems:

The relocation of the security checkpoint, along with the outbound baggage screening and make-up areas, will necessitate the coordination and installation of unique equipment and systems.

The Checkpoint employs a variety of specialized equipment for security screening purposes, which includes computed tomography (CT) scanners for baggage imaging, walk-through metal detectors, passenger screening devices, and explosive trace detection (ETD) technology.

The Outbound Baggage Screening and make-up areas utilize explosive detection scanners, in addition to a complex system of baggage conveyor belts and diverters that transport baggage from the ticket counters to the aircraft.

These systems demand specialized expertise for their construction and coordination with specific vendors. Furthermore, these systems, along with several larger mechanical and electrical equipment components, will

require significantly extended lead times. The implementation of CMAR as a procurement method allows for the earlier acquisition of these items and enhances coordination for their installation.

Multifaceted Program:

The components of the project will require careful phasing and coordination to ensure the smooth functioning of airport operations. Different facets of the project that demonstrate a range of program types requiring coordination include:

- **New Checkpoint:** Creating a new TSA security checkpoint and closing down and repurposing the existing facilities. (Knowledge of TSA systems and standards required)
- **New Airline Ticket Counters:** Creating new reconfigured ticket/check-in counters and airline ticket offices (ATO) in phased manor to maintain airline operations. (Knowledge of airline systems and operations required)
- **New TSA Baggage Screening and Airport Outbound Baggage Systems:** The establishment of a new baggage screening area for the relocation of TSA Explosion Detection System (EDS) machines necessitates the development of a new climate-controlled baggage make-up room within the expanded building square footage (Familiarity with TSA EDS technologies and airport baggage systems is required)
- **Tenant Concession Spaces:** Includes phased renovations to existing concessions/tenant spaces and development of new spaces to be converted to concessions.
- **Relocation of Commission Administration Offices:** This will encompass both the adaptive reuse of a section of the current terminal building and the construction of a new offsite building or enhancements to a purchased or leased offsite building, aimed at establishing new administrative office and conference facilities for the Commission.

Accelerated Schedule:

ROA is experiencing a continually rising demand for air service. In order to satisfy this demand, it is essential to rapidly enhance the throughput, efficiency, and capacity of all our airport automation systems, as well as to reclaim our gate hold room currently occupied by the existing TSA Security Checkpoint. The Terminal Improvements Project will implement an expedited schedule to ensure we can accommodate the needs of our traveling public. This project necessitates a condensed timeline to reduce the impact on our local customers and out-of-town passengers at our airport. By employing the Construction-Manager-At-Risk delivery method (CMAR), we can accelerate the schedule, thereby minimizing costs through effective management of the fluctuating risks associated with federal material tariffs and supply chain challenges. Furthermore, the CMAR approach will facilitate the early procurement of long lead items and the prompt the start of phased construction, resulting in a faster project delivery.

Intricate Phasing:

There are numerous examples of intricate phasing over and above a traditional construction project. The major phasing challenge will be to maintain ongoing airport operations within the various multifaceted program elements listed above. The elements must be finalized and scheduled accordingly, enabling the Commission,

TSA, and airline operations to transition to new areas with minimal to no interruption. Additionally, some specific phasing challenges are listed below:

- The Administrative office of the Airport Commission must be moved prior to the commencement of any terminal improvements.
- Ongoing TSA security checkpoint operations must be maintained on the concourse bridge until the new checkpoint becomes operational. The TSA checkpoint security equipment will be relocated gradually, one lane at a time, over the course of several nights.
- Airline ticketing operations must be sustained during the entire project, necessitating the gradual phased relocation of operations and airline ticketing offices (ATOs) throughout the project's duration.
- Outbound Baggage Screening and make-up must be maintained throughout the project requiring new screening systems to be relocated in a phase manner.
- Construction activities must be scheduled in phases to ensure that passenger traffic is uninterrupted throughout the terminal during the ongoing renovations.

Based on the descriptions of the components mentioned above, I, as a registered architect, professionally assert that the ROA Terminal Improvements project aligns with the definition of a "Complex Project" as outlined in the Code of Virginia. Furthermore, I note that employing competitive sealed bidding within a design-bid-build project framework is neither practical nor financially beneficial. Therefore, I recommend utilizing an alternative delivery method, such as Construction Manager at Risk, which would be more suitable for the ROA Terminal Improvements project.

Sincerely,

James Kyle Kotchou, Architect
Director of Planning and Engineering
Roanoke Regional Airport Commission



Exhibit H

RFQ/RFP Scoring Matrix

Exhibit H - Scoring Matrix

	Organization, Capacity and Experience 15	Project Team 20	Project Approach 20	Approach to Schedule and Cost Control 10	Contract Terms 5	Price 30	Total 100
Respondent A							
Member 1							
Member 2							
Member 3							
Member 4							
Member 5							
Respondent B							
Member 1							
Member 2							
Member 3							
Member 4							
Member 5							
Respondent C							
Member 1							
Member 2							
Member 3							
Member 4							
Member 5							
Respondent D							
Member 1							
Member 2							
Member 3							
Member 4							
Member 5							
Respondent E							
Member 1							
Member 2							
Member 3							
Member 4							
Member 5							



EXHIBIT I

Construction Services Fee

ROA TERMINAL IMPROVEMENTS PROJECT		EXHIBIT I	
	CONSTRUCTION SERVICES FEES		NOTES
A	CONSTRUCTION MANAGER AT RISK FEE, (this rate is used, all inclusive, for the entire project, excludes pre-construction costs above)		<u>Does not apply</u> to Pre-Construction Services (INSERT FEE IN PERCENT FORMAT)
B	Insurance %		<u>Does not apply</u> to Pre-Construction Services (INSERT FEE IN PERCENT FORMAT)
C	100% PERFORMANCE AND PAYMENT BOND		<u>Does not apply</u> to Pre-Construction Services (INSERT FEE IN PERCENT FORMAT)



EXHIBIT J

Preconstruction Services Fee



EXHIBIT K

ROA Terminal Improvements Conceptual Drawings