



Roanoke Regional Airport Commission

5202 AVIATION DRIVE, N.W.

ROANOKE, VA 24012

PHONE: (540) 362-1999

ISSUE DATE: MAY 18, 2026

INVITATION FOR BID # 26-007

FOR

REHABILITATE RUNWAY 6-24

SEALED BIDS DUE:

WEDNESDAY, JUNE 24, 2026

ON OR BEFORE

1:00 PM (LOCAL TIME)

ALL INFORMATION AND CLARIFICATION INQUIRIES MUST BE SUBMITTED IN WRITING TO:

TROY PHILPOTT, PROCUREMENT AND CONTRACTS MANAGER

AT PROCUREMENT@FLYROA.COM

BY 5:00 PM ON WEDNESDAY, JUNE 17, 2026

**AS-BID PROJECT MANUAL
VOLUME 1 OF 2**

**REHABILITATE RUNWAY 6-24 PROJECT
BID NO: 26-007**

**PROJECT MANUAL
TABLE OF CONTENTS**

VOLUME 1

SECTION	TITLE	PAGE NUMBER
A.	Bid Information	
	Invitation to Bid	3
	Instructions to Bidders	5
B.	General Conditions, Including Special Conditions	15
C.	Bid Forms	
	Bid Form	59
	Bid Schedule	69
	Bid Certifications	71
	Bid Bond	97
D.	Contract Forms	
	Contract	103
	Contractor's Performance Bond	119
	Contractor's Labor and Material Payment Bond	123

VOLUME 2

E.	Contract Conditions for Federally Funded Projects	
	Part 1 - General Contract Provisions (FAA AC 150/5370-10H)	
	Federal Contract Provisions for FAA Funded Projects	
	Davis-Bacon Wage Rates	
F.	Other Contract Forms	
G.	Technical Specifications	
H.	Appendices	

Page Intentionally Blank

**SECTION A
BID INFORMATION**

Page Intentionally Blank

INVITATION FOR BIDS
Bid No. 26-007

The Roanoke Regional Airport Commission will accept sealed bids for furnishing all labor, materials, and equipment and performing all work for:

REHABILITATE RUNWAY 6-24
AT
ROANOKE BLACKSBURG REGIONAL AIRPORT

The work involves rehabilitating the pavement of Runway 6-24, including a mill and overlay, thickening structurally deficient sections of the runway, and installation of a new runway centerline lighting system. Bids shall be received until 1:00 PM local time on Wednesday, June 24, 2026, in the Office of Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012, or via email at Procurement@flyroa.com. Bids will be publicly opened and read aloud at that time in Conference Room A on the Second Floor of the Airport Terminal Building.

Contract Documents will be will be posted on eVA, Virginia Department of General Services' central electronic procurement website, at <https://eva.virginia.gov>, and on the Roanoke Blacksburg Regional Airport Current Bids and Proposals website, at <https://www.flyroa.com/current-bids-and-proposals>. Electronic copies of the Contract Documents can also be obtained by emailing Troy Philpott, Procurement and Contracts Manager, Roanoke Regional Airport, at Troy.Philpott@flyroa.com.

Bidders are invited to submit bids for this work on the bid forms provided in the package; other bid forms will not be accepted. The successful bidder shall be required to have and maintain a Class "A" Virginia Contractor's License and not less than \$10,000,000.00 in general liability, \$1,000,000.00 in motor vehicle insurance, and \$5,000,000.00 umbrella insurance. Contractor, its employees and any subcontractors' employees will be required to submit to federal security threat assessments, may be subject to fingerprint-based criminal records checks, and must be and remain approved by the Commission for access to airport secure areas.

Each bid must be accompanied by a bid security in a form acceptable to the Commission in an amount equal to at least five percent (5%) of the amount of the bid by the Contractor, payable to the Roanoke Regional Airport Commission, as a guaranty that if the bid is accepted, the bidder will execute the Contract and file required Performance and Payment Bonds within the time provided in the Instructions to Bidders.

Minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A Pre-bid Meeting will be held in the Airport Terminal Building, 2nd Floor, Commission Conference Room A, at 10:00 AM on Thursday, June 4, 2026. No other escorted reviews of the site will be provided.

The Roanoke Regional Airport Commission reserves the right to waive any informalities, technicalities, or irregularities in a Bid, or to reject any or all bids, or to re-advertise for bids and to award or refrain from awarding the Contract for the project specified, should any such action be deemed to be in the best interest of the Commission.

If the bid by the lowest responsible bidder exceeds funds allocated for the project, the Commission reserves the right to negotiate with the apparent low bidder pursuant to the terms set out in the Instructions to Bidders. The Commission additionally reserves the right to reject any and all bids, and to accept any part of or combination of bids, to waive any informalities or irregularities in any bid, and to award the Contract to other than the lowest bidder, should it be deemed to be in the best interest of the Commission. If a contract is awarded to other than the low bidder, it will be awarded to the lowest responsible and responsive bidder.

The Roanoke Regional Airport Commission 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 bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses and contractors will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses or contractors 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.

All bidders shall endeavor to afford Disadvantaged Business Enterprises (DBEs) a reasonable opportunity to participate in this project. The Commission's goal for DBE participation is 0.0%.* All bidders wishing to remain in competition for the contract shall submit documentation of their DBE goal accomplishments or good faith efforts in accordance with the bid documents. All bidders 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. Bidders further acknowledge that Federal DBE policy may change during the life of the project, and the awarded contractor 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.

*The published DBE goal is 0.0%, however, the Commission has an aspirational goal of 8.9% for DBE participation.

ROANOKE REGIONAL AIRPORT COMMISSION

INSTRUCTIONS TO BIDDERS

I. GENERAL

- A. The Contractor covenants and agrees that it and its agents and employees shall comply with and shall be solely responsible for compliance with all applicable municipal, state and federal laws, national and local codes, and Roanoke Regional Airport Commission rules and regulations applicable to the removal, preparation, and installation of materials and other associated products and services to be provided pursuant to the Contract Documents.
- B. As used herein, the terms "Owner," "Commission," "Airport Commission," or "Sponsor," or shall refer to the Roanoke Regional Airport Commission.
- C. As used herein, the terms "Work," or "Project" shall refer to all construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- D. As used herein, the terms "Contractor" and "successful bidder" shall refer to the person or entity selected to enter a contract with the Commission for the above referenced Work.
- E. As used herein, the term "Contract" or "Contract Documents" shall mean and include the Invitation to Bid, Instruction to Bidders, Bid Forms, the Performance Bond, Labor and Material Payment Bond, Contract Form, General Conditions, Drawings, Technical Specifications, Supplementary Drawings, any addenda issued to bidders, and any other documents specifically incorporated by reference in the Contract Form.
- F. Attention of all prospective bidders is directed to the fact that the Airport Commission is a governmental body, and in accordance with Virginia law is not subject to state sales tax; however, such exclusion does not extend to Contractor in its purchase of goods and services for the Project.
- G. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.
- H. **LIQUIDATED DAMAGES.** Time is of the essence in the completion of the Work. Bidders are advised that the Contract Documents do contain provisions for liquidated damages, including without limitation, liquidated damages for failure to complete the Work in a timely manner. **By submitting a bid, a bidder acknowledges and agrees that the bidder has been advised of such liquidated damages and has reviewed and agreed to all liquidated**

damages provision in the Contract Documents, including, without limitation, Contractor's waiver of any defenses as to the validity of such liquidated damages based on such liquidated damages being void as penalties or not being reasonably related to actual damages.

- I. All proposals or bids and any accompanying or related information submitted to the Commission will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by a proposer or bidder may not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.), provided that the proposer or bidder: (i) properly invokes the protections of the applicable sections of the Virginia Code, as amended, including, without limitation, Virginia Public Procurement Code Section 2.2-4342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

By submitting a proposal or bid, the submitting entity consents and agrees that, notwithstanding any express or implied claim of copyright, any and all documents submitted to the Commission are not subject to copyright and, as such, may be copied; however, the release of such documents shall be governed by applicable law, including, without limitation, the Virginia Freedom of Information Act.

- J. Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

II. **GENERAL BOND REQUIREMENTS**

A. Bid Bond

Each separate Bid shall be accompanied by a Certified or Cashier's Check or a Bid Bond on the form provided herein in the amount of not less than five percent (5%) of the total amount bid, including all alternates, made payable to the Roanoke Regional Airport Commission. If a Bid Bond is provided in lieu of a Certified or Cashier's Check, it must be signed by the bidder as principal and by a corporate surety authorized to transact business in Virginia, be substantially on the form included with the Bid Forms herein, include an executed surety bond affidavit and be accompanied by a valid power of attorney indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.

B. Performance and Labor and Material Payment Bonds

Good and sufficient Performance and Labor and Material Payment Bonds in substantially the forms contained in these specifications and in the sum of not less than 100 percent of the contract amount, with a surety Company satisfactory to the Owner and licensed to conduct business in the Commonwealth of Virginia, will be required of the Contractor guaranteeing that the contract, including the various guarantee periods hereunder, will be faithfully performed and that labor and material suppliers shall be paid. The fully executed Bonds, along with appropriate Power of Attorney and the executed Contract shall be delivered to Owner, no later than fifteen (15) calendar days from the date of receipt of Owner's Notice of Award. If, at any time after the execution of the agreement, Owner shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if, for any reasons, such bond or bonds ceases to be adequate to cover the performance of the work as above specified, Contractor shall, at its expense within five (5) days of receipt of Owner's written notice to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no payment to the Contractor shall be deemed due under the agreement until such new or additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

Only the Performance and Labor and Material Payment Bond Forms in substantially the form as are bound as within these documents are acceptable.

III. PREPARATION AND SUBMISSION OF BIDS

- A. The Bidder must submit its Bid on the Bid Forms contained herein; no other form is acceptable. Any bid received after the time specified in the Invitation to Bid for receipt shall be returned to the bidder unopened.
- B. All blank spaces in the Bid Forms must be correctly and completely filled in, where indicated, in ink or type written, except that all signatures shall be signed in ink by an official of the firm who is authorized to submit the bid.
- C. The Bidder must state the price(s) (typewritten or in ink) both in words and numerals. Where a discrepancy occurs between the prices quoted in words and/or in numbers, the figure quoted in words shall take precedence and govern in the determining final costs or award of the contract.
- D. Erasures or other changes in a Bid shall be made on the bid form and be explained or noted and dated over the signature of the Bidder prior to the bid submittal time and the sealing of the bid envelope. No alterations to the bid figures by notations on the outside of the envelope will be considered.

- E. Bids containing reservations, exceptions, conditions, omissions, unexplained erasures or alterations, items not required in the bid or irregularities of any kind may be rejected by the Owner.
- F. When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the official signing in behalf of the firm shall be furnished for the Owner's records.
- G. The cost of any item whatsoever, not listed in the Bid Form, yet which is mentioned in the Specifications or shown on the Plans, shall be considered to be included in the cost of some other item of bid in the Bid Form or as part of the total bid price.
- H. Information Required
 1. The bidder must supply all information required by the bid **and fully complete each page of the Bid Form in Section C, and shall provide with its Bid the additional information and documents listed in this Section H. and Section I. below.**
 2. Each bidder shall present evidence of its experience, qualifications and financial ability, upon the form enclosed herein, to perform the work and to satisfactorily complete the project. Qualifications information shall include the identification of the proposed on-site superintendent with relevant project experience on similar work at the same level of responsibility (complete Part III of the Section C Bid Form).
 3. No bid will be received and tabulated or considered, nor any contract awarded, unless the bidder has demonstrated in the bid form that it is properly licensed as a Class A Contractor, as required under the Code of Virginia (1950), as amended (complete Part II of the Section C Bid Form).
 4. Each Bidder shall complete and submit with its bid the Worker's Compensation Certificate of Coverage appearing as Part V of the of the Section C Bid Form of these contract documents. No award shall be made to any Bidder who fails to show such evidence of required Worker's Compensation coverage.
 5. Every bidder shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, the bidder or shall include in its bid a statement describing why the bidder is not required to be so authorized. Any bidder that fails to provide the required information shall not receive an

award unless a waiver of this requirement is granted by the Commission's Executive Director. (Complete Part VI of the Section C Bid Form.)

7. Each bidder shall provide the bid bond or security specified in Section A.II.A. above. (Complete Bid Bond Form found in Section C Bid Form of these bid documents)

I. Bid Submission

There are two options for submitting a bid for Rehabilitate Runway 6-24 project.

1. **Electronic Submission:**

Each Bidder shall submit its Bid via email to procurement@flyroa.com with the subject line clearly stating:

Bid For: Rehabilitate Runway 6-24
Bid No. 26-007
Roanoke Blacksburg Regional Airport
Roanoke, Virginia
Class "A" Virginia Contractor No. _____

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

2. **Physical Submission:**

Each Bidder shall present its Bid 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:

Bid For: Rehabilitate Runway 6-24
Bid No. 26-007
Roanoke Blacksburg Regional Airport
Roanoke, Virginia
Class "A" Virginia Contractor No. _____

with the name and address of the Bidder 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 bids shall be delivered to the Roanoke Regional Airport Commission, Administrative Offices, 5202 Aviation Drive, Roanoke, VA 24012, no later than 1:00 PM local time on Wednesday, June 24, 2026.

When sent by mail, no bid will be considered unless received by the Commission on or before the time and at the place designated in the Invitation to Bid. 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 bid received after the time specified in the Invitation to Bid for receipt of bids, shall be returned to the Bidder unopened.

- J. Both options for submittal shall contain the signed original copy of:
- Bid Form Fully completed with all blanks filled in and all requested information provided (see Section A.H. 1-5) and including the signature of an authorized official of Bidder and the Bidder's Class "A" Virginia Contractor's License Number;
 - Bid Bond Bid Bond or Guarantee (see Section A.II.A.), fully completed and signed by Bidder and, if applicable, its Surety.
- K. A pre-bid meeting and site review will be provided by Commission's representatives on Thursday, June 4, 2026, at 10:00 AM in order to assist Bidders in preparing their bid packages. Any interested bidder should arrive at the Commission Office, 5202 Aviation Dr, Roanoke, VA 24012, by the specified time in order to discuss the project and be escorted to view the site. As certain areas of work are in non-public, secure locations, all perspective bidders are strongly encouraged to attend the pre-bid meeting. No additional meetings or site reviews will be provided or allowed.

IV. **INTERPRETATIONS**

- A. Each Bidder shall carefully examine the Contract Documents and all addenda or other revisions and thoroughly familiarize itself with the detailed requirements prior to submitting a Bid. Should a Bidder find discrepancies or ambiguities in, or omission from the Contract Documents, or should it be in doubt as to their meaning, it shall at once, and in any event, not later than 5:00 PM on Wednesday, June 17, 2026, notify Troy Philpott, the Owner's Procurement and Contracts Manager in writing of the nature of the problem or question. Said Manager will send or arrange for the sending of written Addenda and/or answers to questions to all Bidders of record who have requested a bid package. Bidders shall not seek nor be entitled to rely upon any oral instructions, statements, or interpretations by Owner or Owner's Consultant. All Addenda sent to Bidders will become a part of the Contract Documents.
- B. Acknowledgment or receipt of all Addenda shall be made by each bidder in the space provided in the Bid Form.

V. **MODIFICATIONS AND/OR WITHDRAWAL OF PROPOSALS**

A. **Prior to Bid Opening:**

A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that Bidder's request for withdrawal is received by the Owner in writing or by telegram or fax before the time specified for opening bids. Revised bids must be received at the place specified in the Invitation to Bid before the time specified for opening all bids.

B. **Withdrawal After Bid Opening:**

1. A Bidder may withdraw its bid from consideration if the price bid is substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The Bidder shall give notice in writing of its claim of right to withdraw its bid within two (2) business days after the conclusion of the bid opening procedure, and shall submit original work papers, documents and materials used in preparation of such bid with the written notice. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information. The mistake shall be proved only from the original work papers, documents and materials delivered as required herein.
2. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5) percent.
3. If a bid is withdrawn under the authority of this section, the lowest remaining responsive and responsible bid shall be deemed to be the low bid.
4. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
5. The Executive Director shall notify the bidder in writing within five business

days of the decision regarding the bidder's request to withdraw its bid. If the Commission's Executive Director denies the withdrawal of a bid under the provisions of this Section, the Executive Director shall notify the Bidder and Commission in writing shall state in such notice the reasons for the decision and shall recommend award of the Contract by Commission to such Bidder at the bid price, provided such Bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Commission shall return all work papers and copies thereof that have been submitted by the bidder.

VI. **REJECTION OF BIDS**

- A. Bids containing any omission, alterations of form, additions, exceptions or conditions not called for, conditional or alternate bids unless called for, or incomplete bids may be considered nonresponsive, irregular, or informal and may be rejected.
- B. If the bid from the lowest responsible and responsive bidder exceeds funds budgeted and tentatively allocated for this specific project, the Executive Director may negotiate with the apparent low bidder to obtain a contract price within available funds. The Executive Director shall determine that the lowest responsible and responsive bid exceeds funds available for this project and notify such bidder in writing of the Commission's desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantities, or other cost saving mechanisms. Any such negotiated contract shall be subject to the Commission's final approval.
- C. The Commission reserves the right to award the Contract to a Bidder other than the apparent low Bidder if such bidder is not the lowest responsible and responsive bidder. Should a contract be awarded to a Bidder other than the apparent low Bidder, it will be awarded to the lowest responsive and responsible Bidder meeting all requirements of these Contract Documents.
- D. The Commission reserves the right to accept or reject alternates in any order or combination, to waive any informalities or irregularities in any bid, to accept any part of or combination of bids, to reject any or all bids, and to re-advertise and rebid, should any said action be deemed to be in the best interest of the Commission.

VII. **AWARD AND EXECUTION OF CONTRACT**

A. **Consideration of Bids and Award of Contract**

The Commission reserves the absolute right to consider all bids and to determine, after such consideration, whether to award a contract for the

Project. If a contract is awarded, the award will be to the lowest responsive and responsible bidder selected by the Commission; as such award may be evaluated to be in the best interest of the Commission. No award will be made until the Commission has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the bidders and their products to perform in accordance with the contract documents to the satisfaction of the Commission within the time prescribed. The Commission reserves the right to reject the bid of any bidder who does not pass such investigation to the Commission's satisfaction. If the Contract is awarded, the Commission will give the successful bidder written notice of the award within sixty (60) calendar days after the opening of the bids. Until the final execution and delivery of the Contract back to the successful bidder, the Commission reserves the right to reject any or all bids, to waive informalities, technicalities or non-material defects or to advertise for new bids, or to proceed to do the work otherwise should any such action be deemed to be in the best interests of the Commission.

B. Acceptance of Bid

As soon as the bids have been reviewed and compared, which shall occur within thirty (30) consecutive calendar days after the Bid Opening date, the Roanoke Regional Airport Commission may give written notice of its intent to award a contract. Actual award of contract, if it is to be awarded, is contingent upon receipt of grant funding for the project and shall be made within one hundred and eighty (180) consecutive calendar days after Bid Opening Date. The successful bidder shall be required, within fifteen (15) consecutive calendar days after the receipt of the "Notice of Bid Acceptance" to execute the Contract and return the Contract to the Commission.

C. Execution of Contract

The successful Bidder shall sign (execute) the Contract and return such signed Contract to the Owner, along with required insurance certificates and completed bond forms within fifteen (15) calendar days from the date of receipt of the Notice of Award by Owner. If the successful Bidder shall fail to execute the Contract within such fifteen (15) day period, the Commission may require forfeiture of the Bid Security, pursue any other remedies available at law or in equity, rescind the contract award and/or the Commission may then proceed to accept the Bid of the next lowest responsive and responsible Bidder. If the Contract is mailed, special handling is recommended.

D. Approval of Contract

Upon receipt from the successful bidder of required insurance documents, the executed Contract, the Performance and Payment Bonds, the construction schedule and any other required documents, the Owner may

complete the execution of the Contract in accordance with applicable laws, and return a copy of the fully executed Contract to the Contractor. No contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor. Work shall commence only upon Contractor's receipt of a written notice to proceed from Owner.

E. Failure to Execute Contract

Failure of the successful bidder to execute the Contract and furnish the required insurance documents and bonds within the 15 calendar days period after receiving Notice of Award shall be just cause for cancellation of the award. An award may then be made to the next lowest responsive and responsible bidder, or the work re-advertised, or handled as the Owner may determine in its sole and exclusive discretion.

F. Failure to Accept Bids

Should no "Notice of Bid Acceptance" be issued by Owner within one hundred and eighty (180) consecutive calendar days after the opening of bids, each Bidder may have its bid security returned from Owner.

**SECTION B
GENERAL CONDITIONS**

Page Intentionally Blank

GENERAL CONDITIONS

1. **Contract Documents**

Contract Documents ("Contract") shall include: the Invitation to Bid, Instructions to Bidders, Completed Bid Forms, Addenda issued to Bidders, 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. **Time of Completion (Contract Time), Notice to Proceed and Liquidated Damages**

A. **Contract Time.** The work under this Contract shall be completed and final acceptance issued by the Owner in accordance with Subparagraph B below.

B. **Notice to Proceed.** The Contractor will be issued two Notices to Proceed for the work under this Contract. The first Notice to Proceed for **Phase 1- Administrative Services** will be issued upon the return of the executed Contract to Contractor. During Phase 1, Contractor will attend a preconstruction conference, prepare, submit and have approved work and phasing schedules, safety plans, color samples, other required submittals, etc.; arrange for its employees and/or subcontractors to be background checked, trained and badged for access to and work within the airport secured areas; and order supplies and other equipment needed for the project. All work preliminary to the actual start of labor at the Airport must commence within ten (10) calendar days and completed within two hundred and forty (240) calendar days of the effective date of the first Notice to Proceed. Review time by the Owner and/or Engineer during which Contractor can undertake none of the administrative tasks shall not be counted as part of this time period.

The second Notice to Proceed will be for **Phase 2 –Performance of the Work**, which will be issued by Owner at the expiration of the Phase I time period. All Phase 2 Work on site shall commence within ten (10) calendar days and shall be Substantially Complete within one hundred and fifty (150) calendar days and achieve Final Acceptance within one hundred and eighty (180) calendar days of the effective date of the Phase 2 Notice to Proceed, including all inspections and testing procedures required by these contract documents.

In the event that Contractor fails to complete the Phase I work within the time allowed, Owner may still issue the second notice to proceed; however, Contractor may not enter the work site or begin work at the airport prior to the obtaining of all required permits and receipt of security badges and the approval of all required submittals, nor shall the Phase 2 calendar days be tolled while the contractor is

unable to work. In such case, Owner would also have a basis for canceling the Contract for cause in accordance with the Contract Documents.

The Contractor shall notify the Owner and the Consultant at least 48 hours in advance of the time any operations will begin at the Airport.

C. Liquidated Damages. Time is of the essence in the completion of this Contract. The Contract Documents contain provisions for liquidated damages, including without limitation, liquidated damages for failure to complete each phase of the Work in a timely manner and a waiver by Contractor of any defenses as to the validity of such liquidated damages. Contractor acknowledges and agrees that the Contractor has been advised of such liquidated damages and has reviewed and agreed to all liquidated damages provisions in the Contract Documents, including, without limitation, Contractor's waiver of any defenses as to the validity of such liquidated damages based on such liquidated damages being void as penalties or not being reasonably related to actual damages.

3. **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 Delta Airport Consultants, Inc. and any other consultant contracted by the Owner to assist on this project.

4. **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.

5. **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.

6. 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.

7. 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.

8. **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.

9. **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.

10. **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.

11. 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.

12. **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.

13. **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.

14. 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.

15. **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.

16. **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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. **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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. **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 5, LIQUIDATED DAMAGES, of the Contract.

31. **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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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 70 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 70 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.

40. **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.

41. **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.*

42. 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 AIDS. 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.

**SECTION C
BID FORMS**

Page Intentionally Blank

BID FORM

(Name of Bidder)

For

**REHABILITATE RUNWAY 6-24
PROJECT**

AT

**ROANOKE REGIONAL AIRPORT
ROANOKE, VIRGINIA**

SUBMITTED TO THE

**ROANOKE REGIONAL AIRPORT COMMISSION
ROANOKE, VIRGINIA**

BID NO. 26-007

**THE BIDDER SHALL COMPLETE ALL ITEMS AND FILL IN ALL
BLANKS IN THESE BID FORM PAGES**

I. BID CONDITIONS AND PRICE:

In compliance with the Invitation for Bids, the undersigned hereby proposes to furnish the materials and labor and to perform the work for the completion of the Security Fence Upgrade Project in strict accordance with the Invitation to Bid, Instructions to Bidders, the General Conditions, Technical Specifications, Drawings, Supplementary Drawings, and all other contract documents for the consideration of the price quoted in the following bid form, and agrees, upon receipt of written notice of award, that it will execute a contract in accordance with the bid as accepted and give the required contract bonds with good and sufficient surety, within fifteen (15) calendar days after receipt of notice of formal award of contract and presentation of the prescribed forms.

It is agreed that the undersigned has informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the drawings and specifications for the work and contractual documents thereto, including the special

provisions, prior to the opening of bids, and that it has satisfied itself relative to the work to be performed.

It is agreed that the description of each item, being stated, implies although it does not mention, all incidentals and that the price stated is intended to cover all such work, materials, labor, equipment, and incidentals as constitute the bidder's obligations as described in the specifications, and any details not specifically mentioned, but evidently included in the contract, shall be compensated for in the total unit price bid.

It is understood that this bid is submitted for the purpose of obtaining the work included in subject project at the Roanoke Regional Airport.

Said work is described in the project contract documents which also include the place, date, and time of opening bids.

Except to the extent extended by manufacturer's warranties required by the specifications and drawings, it is understood that all workmanship and materials under all items of work are guaranteed for two years from the date of final acceptance.

It is understood that the Owner reserves the right to accept or reject any or all bids and waive informalities.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluation of bids, with the right reserved by the Owner to delete all or any portion of minor bid items-

The undersigned agrees that if awarded the contract, it will commence and complete the work in accordance with the provisions, requirements and deadlines of Section 2 of the General Conditions.

It is understood and agreed that for each calendar day that the work remains incomplete after the contract time and/or the milestone times (including all extensions and adjustments as provided in the Contract Documents), the amount per day as specified in Section 4, Contract Sum and Section 5, Liquidated Damages of the form Contract (see Section D of these Specifications) shall be liquidated damages and may be retained, deducted and/or offset from any amounts due or to become due to the Contractor or its Surety. Such liquidated damages shall not be a penalty but shall be considered as an agreed liquidation of a reasonable portion of damages that will be incurred by Owner as a result of the Contractor failing to complete the Work in the time provided in the Contract Documents. It is understood and agreed that: (a) the actual damages that may result from failure to complete the Work within the required time are uncertain and difficult to determine with exactness and that the fixed amount is 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) **by submitting this Bid, Contractor acknowledges and**

agrees that 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.

It is understood that this project is funded by local and state government funds and the Contractor shall be subject to all laws and regulations applicable to recipients of such funds.

Enclosed is security as required, consisting of _____(cash, certified check, or bid bond) payable to the Roanoke Regional Airport Commission, in the amount of \$_____.

This amount equals five percent of the total amount bid for Bid Alternate One (1) submitted by the Contractor.

The Contractor shall be a licensed Class A Contractor registered with the Commonwealth of Virginia, shall list its registration number at the end of the bid in the designated location and shall enclose a copy of its licensing certificate.

This bid will remain valid and binding on Bidder for a period of sixty (60) days from date of bid opening.

Total Price Bid for associated services on the Rehabilitate Runway 6-24 Project in accordance with Contract Documents:

Alternate One (1):

_____ (\$ _____)
(use words) (dollar figures)

Alternate Two (2):

_____ (\$ _____)
(use words) (dollar figures)

Alternate Three (3):

_____ (\$ _____)
(use words) (dollar figures)

Contract Time: Two hundred and forty (240) consecutive calendar days from Phase 1 Administrative Services Notice to Proceed and one hundred and fifty (150) consecutive calendar days from Phase 2 Performance of Work Notice to Proceed.

II. BIDDER CERTIFICATION OF LICENSURE AND LICENSURE OF SUBCONTRACTORS

The undersigned Bidder hereby covenants and agrees to comply with Title 54.1, Chapter 11, Code of Virginia (1950), as amended, with respect to licensure of Bidder and all subcontractors who may be employed to perform the Work for the Roanoke Regional Airport Commission.

Bidder further represents and covenants: (i) that Bidder has verified that all subcontractors, currently identified in the Bid to perform a portion of the Work hold, or prior to performing any work at the airport, will hold required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses; and, (ii) that if it is the Successful Bidder, Bidder shall verify that any additional subcontractors employed to perform the Work, subsequent to the date of this certification, shall hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses.

Bidder acknowledges and agrees that if it is awarded a contract for the Work, this Certification shall constitute a material part of Bidder's contract with the Commission and violation of the terms of this Certification shall constitute a breach of such Contract.

All persons signing this Bid, and thereby executing this Certification, on behalf of Bidder hereby warrant and represent that they have been duly authorized by proper action of Bidder to execute this Certification, and that upon such execution, this Certification shall be binding upon and enforceable against Bidder.

III. QUALIFICATION OF BIDDERS

Each bidder shall fully complete the information below, which may be used in determining Bidder's competency and responsibility in accordance with the General Conditions.

FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

Contact in your firm for inquiries: _____

Years of business under present name: _____

Date of Incorporation: _____

Place of Incorporation: _____

Contracting Specialties: _____

Years performing work specialties: _____

Maximum Bonding Limits of firm: _____

List equipment available for project: _____

Name of proposed on-site Superintendent and relevant project experience during last five (5) years: _____

(Complete next page for relevant project experience of proposed on-site project superintendent)

Relevant Project Experience for Proposed Superintendent

Type of Project and Date

Responsibilities

Contact Name/Phone No.

Bidder acknowledges and agrees that the Commission retains the absolute right to reject the above designated individual as the project superintendent for this work if it determines that the persons job experience and/or references are not adequate or good, and to require bidder to provide one or more alternative proposed superintendents, along with their relevant job experience and references, until the parties are in agreement as to the superintendent for the job.

Has Firm:

Failed to complete a contract? _____

Been involved in a bankruptcy or reorganization? _____

Pending judgment claims or suits against Firm? _____

(If answer is "yes" to any of the preceding, submit details on separate sheet).

Contractor and all proposed subcontractors are prequalified by VDOT to perform the work required by this contract Yes ____ No ____

List three (3) most recent contracts or subcontracts completed in the last five (5) years which included work similar to that required in this project.

<u>Type of Project</u>	<u>Contract With Contact Person/ Phone No.</u>	<u>Contract Amount</u>	<u>Date Completed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List of key subcontractors to be utilized on this project and their responsibilities:

IV. CERTIFICATION OF NON-COLLUSION

The undersigned bidder hereby certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.

The undersigned bidder agrees to abide by all conditions of this bid and the person signing this bid on behalf of bidder hereby certifies that (s)he is authorized to sign this bid for the bidder.

V. COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION CERTIFICATE OF COVERAGE (Revised 04/05/12)

Section 2.2-4332, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance for the duration of the Work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies, or local governmental entities.

Satisfactory evidence of coverage on this form must be provided to the Commission prior to commencement of work.

The undersigned organization stipulates that it:

- A. Has workers' compensation insurance and is in compliance with the Workers' Compensation statues of the Commonwealth of Virginia ___ Yes ___ No

Insurance Company _____

Policy expiration date _____, or

- B. Is self-insured for workers' compensation _____ Yes.

VI. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010), each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under title Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

A. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

_____.

B. _____ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

_____.

C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

_____.

_____.

Please attach additional sheets of paper if more space is needed to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

The undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents.

Addendum No. One Issued _____(DATE)
Addendum No. Two Issued _____(DATE)
Addendum No. Three Issued _____(DATE)
Addendum No. Four Issued _____(DATE)
Addendum No. Five Issued _____(DATE)

EACH BIDDER MUST COMPLETE AND SIGN THE INFORMATION BLOCK BELOW OR ELSE ITS BID SHALL BE DETERMINED TO BE NON-RESPONSIVE.

Complete Firm Name of Bidder

Signature of Authorized Official

Name & Title of Signing Official

Business Address: _____

Telephone: () _____
Area Code

Telefax: () _____
Area Code

CONTRACTOR'S VIRGINIA "CLASS A" CONTRACTOR NO: _____

**** END OF BID ****

Page Intentionally Blank

Bid Schedule

for

Rehabilitate Runway 6-24

at

Roanoke-Blacksburg Airport

Bid Alternate One (1) - 5 pages

Bid Alternate Two (2) - 5 pages

Bid Alternate Three (3) - 5 pages

Page Intentionally Blank

BID SCHEDULE

Date: _____

BID ALTERNATE ONE (1)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL
			DOLLARS	CENTS	DOLLARS
1 C-100	1 LS	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) _____ _____ PER LUMP SUM			
2 C-105	1 LS	MOBILIZATION _____ _____ PER LUMP SUM			
3 P-101	120 SY	PAVEMENT REMOVAL _____ _____ PER SQUARE YARD			
4 P-101	30,000 LF	JOINT AND CRACK REPAIR (TYPE A) _____ _____ PER LINEAR FOOT			
5 P-101	10,000 LF	JOINT AND CRACK REPAIR (TYPE B) _____ _____ PER LINEAR FOOT			
6 P-101	183,000 SY	COLD MILLING (VARIABLE DEPTH) _____ _____ PER SQUARE YARD			
7 P-152	550 CY	MUCK EXCAVATION _____ _____ PER CUBIC YARD			
8 P-209	50 CY	CRUSHED AGGREGATE BASE COURSE _____ _____ PER CUBIC YARD			
9 P-401	43,600 TN	ASPHALT SURFACE COURSE _____ _____ PER TON			
10 P-603	22,000 GL	EMULSIFIED ASPHALT TACK COAT _____ _____ PER GALLON			

BID SCHEDULE

BID ALTERNATE ONE (1)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES	
			DOLLARS	CENTS
			DOLLARS	CENTS
11 P-620	6,600 SF	MARKING (INITIAL YELLOW) <hr/> <hr/> <div style="text-align: right;">PER SQUARE FOOT</div>		
12 P-620	6,300 SF	MARKING (PERMANENT YELLOW) <hr/> <hr/> <div style="text-align: right;">PER SQUARE FOOT</div>		
13 P-620	109,000 SF	MARKING (INITIAL WHITE) <hr/> <hr/> <div style="text-align: right;">PER SQUARE FOOT</div>		
14 P-620	104,200 SF	MARKING (PERMANENT WHITE) <hr/> <hr/> <div style="text-align: right;">PER SQUARE FOOT</div>		
15 P-620	30,000 SF	MARKING (PERMANENT BLACK) <hr/> <hr/> <div style="text-align: right;">PER SQUARE FOOT</div>		
16 P-620	1 LS	REFLECTIVE MEDIA <hr/> <hr/> <div style="text-align: right;">PER LUMP SUM</div>		
17 P-621	104,500 SY	GROOVING <hr/> <hr/> <div style="text-align: right;">PER SQUARE YARD</div>		
18 T-901	1 AC	SEEDING <hr/> <hr/> <div style="text-align: right;">PER ACRE</div>		
19 T-905	50 CY	TOPSOIL (FURNISHED OFF THE SITE) <hr/> <hr/> <div style="text-align: right;">PER CUBIC YARD</div>		
20 T-908	1 AC	MULCHING <hr/> <hr/> <div style="text-align: right;">PER ACRE</div>		

BID SCHEDULE

BID ALTERNATE ONE (1)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES	
			DOLLARS	CENTS
			DOLLARS	CENTS
31 L-125	70 EA	ADJUST L-862(L) IN-PAVEMENT HIRL PER EACH		
32 M-103	2 EA	LIGHTED PORTABLE CLOSED RUNWAY MARKERS (CONTRACTOR FURNISHED) PER EACH		
33 M-103	1 EA	CLOSED TAXIWAY MARKERS PER EACH		
34 M-107	3,000 LF	AVIATION BARRICADES (CONTRACTOR FURNISHED) PER LINEAR FOOT		
35 M-199	300 TN	VDOT, CLASS 1 RIPRAP PER TON		
36 M-199	300 TN	VDOT, NO. 1 COARSE AGGREGATE PER TON		
37 M-199	200 TN	VDOT, NO. 57 COARSE AGGREGATE PER TON		
38 M-199	200 TN	VDOT, BASE COURSE 21A PER TON		
39 M-199	300 CY	VDOT, SECTION 249, FLOWABLE FILL PER CUBIC YARD		
40 M-199	350 SY	CIVIL ENGINEERING FABRIC PER SQUARE YARD		

BID SCHEDULE

BID ALTERNATE ONE (1)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
41 40.SP	1 LS	RUNWAY SURFACE CONDITION SENSORS <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER LUMP SUM</div>				
42 41.SP	2 EA	IN-PAVEMENT MANHOLE ADJUSTMENT <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER EACH</div>				

Total Bid Amount \$ _____

SP-1 Non-AIP Insurance Allowance \$ _____

Page Intentionally Blank

BID SCHEDULE

Date: _____

BID ALTERNATE TWO (2)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL
			DOLLARS	CENTS	DOLLARS
1 C-100	1 LS	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) _____ _____ PER LUMP SUM			
2 C-105	1 LS	MOBILIZATION _____ _____ PER LUMP SUM			
3 P-101	120 SY	PAVEMENT REMOVAL _____ _____ PER SQUARE YARD			
4 P-101	10,000 LF	JOINT AND CRACK REPAIR (TYPE A) _____ _____ PER LINEAR FOOT			
5 P-101	3,000 LF	JOINT AND CRACK REPAIR (TYPE B) _____ _____ PER LINEAR FOOT			
6 P-101	70,000 SY	COLD MILLING (VARIABLE DEPTH) _____ _____ PER SQUARE YARD			
7 P-152	550 CY	MUCK EXCAVATION _____ _____ PER CUBIC YARD			
8 P-209	50 CY	CRUSHED AGGREGATE BASE COURSE _____ _____ PER CUBIC YARD			
9 P-401	16,000 TN	ASPHALT SURFACE COURSE _____ _____ PER TON			
10 P-603	8,400 GL	EMULSIFIED ASPHALT TACK COAT _____ _____ PER GALLON			

BID SCHEDULE

BID ALTERNATE TWO (2)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES	
			DOLLARS	CENTS
			DOLLARS	CENTS
11 P-620	1,300 SF	MARKING (INITIAL YELLOW) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER SQUARE FOOT</div>		
12 P-620	1,200 SF	MARKING (PERMANENT YELLOW) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER SQUARE FOOT</div>		
13 P-620	55,900 SF	MARKING (INITIAL WHITE) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER SQUARE FOOT</div>		
14 P-620	53,100 SF	MARKING (PERMANENT WHITE) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER SQUARE FOOT</div>		
15 P-620	13,300 SF	MARKING (PERMANENT BLACK) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER SQUARE FOOT</div>		
16 P-621	39,500 SY	GROOVING <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER SQUARE YARD</div>		
17 D-751	2 EA	ADJUST IN-PAVEMENT DRAINAGE STRUCTURE TO GRADE <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER EACH</div>		
18 T-901	1 AC	SEEDING <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER ACRE</div>		
19 T-905	50 CY	TOPSOIL (FURNISHED OFF THE SITE) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER CUBIC YARD</div>		
20 T-908	1 AC	MULCHING <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right;">PER ACRE</div>		

BID SCHEDULE

BID ALTERNATE TWO (2)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
41 41.SP	2 EA	IN-PAVEMENT MANHOLE ADJUSTMENT <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER EACH</div>				

Total Bid Amount \$ _____

SP-1 Non-AIP Insurance Allowance \$ _____

Page Intentionally Blank

BID SCHEDULE

Date: _____

BID ALTERNATE THREE (3)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL
			DOLLARS	CENTS	DOLLARS
1 C-100	1 LS	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER LUMP SUM</div>			
2 C-105	1 LS	MOBILIZATION <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER LUMP SUM</div>			
3 P-101	120 SY	PAVEMENT REMOVAL <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER SQUARE YARD</div>			
4 P-101	7,000 LF	JOINT AND CRACK REPAIR (TYPE A) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER LINEAR FOOT</div>			
5 P-101	2,200 LF	JOINT AND CRACK REPAIR (TYPE B) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER LINEAR FOOT</div>			
6 P-101	45,000 SY	COLD MILLING (VARIABLE DEPTH) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER SQUARE YARD</div>			
7 P-152	550 CY	MUCK EXCAVATION <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER CUBIC YARD</div>			
8 P-209	50 CY	CRUSHED AGGREGATE BASE COURSE <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER CUBIC YARD</div>			
9 P-401	10,500 TN	ASPHALT SURFACE COURSE <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER TON</div>			
10 P-603	5,400 GL	EMULSIFIED ASPHALT TACK COAT <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER GALLON</div>			

BID SCHEDULE

BID ALTERNATE THREE (3)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES	
			DOLLARS	CENTS
			DOLLARS	CENTS
11 P-620	300 SF	MARKING (INITIAL YELLOW) _____ _____ PER SQUARE FOOT		
12 P-620	300 SF	MARKING (PERMANENT YELLOW) _____ _____ PER SQUARE FOOT		
13 P-620	46,500 SF	MARKING (INITIAL WHITE) _____ _____ PER SQUARE FOOT		
14 P-620	45,100 SF	MARKING (PERMANENT WHITE) _____ _____ PER SQUARE FOOT		
15 P-620	10,500 SF	MARKING (PERMANENT BLACK) _____ _____ PER SQUARE FOOT		
16 P-621	24,900 SY	GROOVING _____ _____ PER SQUARE YARD		
17 D-751	2 EA	ADJUST IN-PAVEMENT DRAINAGE STRUCTURE TO GRADE _____ _____ PER EACH		
18 T-901	1 AC	SEEDING _____ _____ PER ACRE		
19 T-905	50 CY	TOPSOIL (FURNISHED OFF THE SITE) _____ _____ PER CUBIC YARD		
20 T-908	1 AC	MULCHING _____ _____ PER ACRE		

BID SCHEDULE

BID ALTERNATE THREE (3)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICES IN FIGURES		EXTENDED TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
41 41.SP	2 EA	IN-PAVEMENT MANHOLE ADJUSTMENT <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: right; margin-top: 5px;">PER EACH</div>				

Total Bid Amount \$ _____

SP-1 Non-AIP Insurance Allowance \$ _____

Page Intentionally Blank

Bid Certifications

for

Rehabilitate Runway 6-24

at

Roanoke-Blacksburg Airport

Page Intentionally Blank

Certification Regarding Federal Contract Provisions for FAA Funded Projects (v. 03/17/26)

By signing and submitting a Bid for the Project, the Bidder certifies that it has read, understands, and will comply with all Federal Contract Provisions contained within the Bidding and Contract Documents and as listed by reference and qualified below:

All Contracts Regardless of Funding Source

Civil Rights – General Provisions

Civil Rights – Title VI Assurances

All FAA Funded Contracts

Access to Records and Reports

Buy American Preference

Disadvantaged Business Enterprise

Domestic Preferences for Procurements

Federal Fair Labor Standards Act (Minimum Wage)

Foreign Trade Restriction

Occupational Safety and Health Act

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Prohibition of Covered Unmanned Aircraft Systems (UAS)

Rights to Inventions

Seismic Safety

Tax Delinquency and Felony Convictions

Veteran's Preference

Additional Provisions for FAA Funded Contracts that are \$2,000 and greater

Copeland Anti-Kickback Act

Davis-Bacon Requirements

Additional Provisions for FAA Funded Contracts that are \$10,000 and greater

Procurement of Recovered Materials

Termination of Contract

Additional Provisions for FAA Funded Contracts that are \$15,000 and greater

Texting Messaging While Driving

Additional Provisions for FAA Funded Contracts that are \$25,000 and greater

Debarment and Suspension

Additional Provisions for FAA Funded Contracts that are \$100,000 and greater

Breach of Contract

Clean Air and Water Pollution Controls

Contract Work Hours and Safety Standards

Lobbying Federal Employees

Name of Bidder: _____

Signature: _____

Name: *(type or print)* _____

Official Title: _____ Date: _____

Certification of Compliance with FAA Buy American Preference (Construction)

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 U.S.C. § 50101, BABA, and other 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 certification statement (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 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.

- Bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 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 U.S.C. § 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

Certification of Compliance with FAA Buy American Preference (Building/Equipment)

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 U.S.C. § 50101, BABA, and other 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 certification statement (not both) by inserting a checkmark (✓) or the letter “X”.

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

- a) Only installing 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 FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 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 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 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 the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents 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 at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (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) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- 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 U.S.C. § 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

Certifications Regarding Debarment

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

(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)

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.

Name of Bidder: _____

Signature: _____

Name: *(type or print)* _____

Official Title: _____ Date: _____

Page Intentionally Blank

Certification Regarding Lobbying

(31 U.S.C. Part 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A)

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

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

Name of Bidder: _____

Signature: _____

Name: *(type or print)* _____

Official Title: _____ Date: _____

Page Intentionally Blank

Certification Regarding Trade Restriction

(49 U.S.C. Part 50104; 49 CFR Part 30)

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 U.S.C. § 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 to 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.

Name of Bidder: _____

Signature: _____

Name: *(type or print)* _____

Official Title: _____ Date: _____

Page Intentionally Blank

Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) 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 U.S.C. § 3559.

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

Name of Bidder: _____

Signature: _____

Name: (type or print) _____

Official Title: _____ Date: _____

Page Intentionally Blank

Disadvantaged Business Enterprise Utilization

The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

The Bidder is committed to a minimum of 0.00% DBE utilization on this project.

The Bidder (if unable to meet the goal of 0.00% DBE utilization) is committed to a minimum of N/A % DBE utilization on this project and has submitted documentation showing good faith effort.

Name of Bidder: _____

Signature: _____

Name: *(type or print)* _____

Official Title: _____ Date: _____

Page Intentionally Blank

Prime Contractor Data Collection Form

The U.S. Department of Transportation under *49 CFR Part 26 Subpart A* requires the Owner to report specific bidders list information on federally assisted projects. Bidders must submit a completed *Prime Contractor Data Collection Form*, regardless of DBE status.

Name of Firm: _____

Contact Name: _____

Business Address:
(No P.O. Boxes) _____

Email Address: _____ Phone: (____) _____

Age of Firm: _____ years

Firm's Annual Gross Receipts: Less than \$1 million \$6 to \$10 million
 \$1 to \$3 million Greater than \$10 million
 \$3 to \$6 million

Description of work to be performed on project	Associated NAICS Code(s)

Is your firm DBE certified for the work described above in the state where the project will be located? (If "YES," complete fields below.) No Yes

DBE certification number: _____ Effective date of DBE certification: _____

Page Intentionally Blank

Subcontractor Data Collection Form

The U.S. Department of Transportation under *49 CFR Part 26 Subpart A* requires the Owner to report specific bidders list information on federally assisted projects. Bidders must submit a completed *Subcontractor Data Collection Form* for every firm it intends to subcontract with to perform work for the project, regardless of DBE status. Make copies of this form as needed.

PART 1 – to be completed by ALL subcontractors

Name of Firm: _____

Contact Name: _____

Business Address: _____
(No P.O. Boxes)

Email Address: _____ Phone: (____) _____

Age of Firm: _____ years Vendor Type: Service Provider Supplier

Firm's Annual Gross Receipts: Less than \$1 million \$6 to \$10 million
 \$1 to \$3 million Greater than \$10 million
 \$3 to \$6 million

Description of work to be performed on project	Associated NAICS Code(s)

Total Dollar value of estimated work: \$ _____

Is your firm DBE certified for the work described above in the state where the project will be located? No Yes

If "YES," complete Part II; if "NO," STOP here.

PART II – to be completed by the BIDDER and all DBE subcontractors

Section A – Vendor Type

Will the DBE firm act as a Supplier for the project? No Yes

If "YES," the DBE firm must complete the U.S. Department of Transportation DBE Regular Dealer/Distributor Affirmation Form, then enter the calculated value below based on its status as a REGULAR DEALER or DISTRIBUTOR:

Regular Dealer: Total dollar value of estimated work x 60% = \$ _____

Distributor: Total dollar value of estimated work x 40% = \$ _____

Section B – Statement of Intent to Utilize DBE Firm*

The BIDDER affirms its intent to utilize the above-named DBE FIRM for the work as described.

BIDDER Firm Name: _____

By: _____

Bidder Representative's Signature	Printed Name and Title	Date
-----------------------------------	------------------------	------

The above-named DBE FIRM affirms that it will perform the portion of the contract for the estimated dollar value(s) as stated.

By: _____

DBE Firm Representative's Signature	Printed Name and Title	Date
-------------------------------------	------------------------	------

DBE certification number: _____ Effective date of DBE certification: _____

*In the event the bidder does not receive award of the prime contract, this Statement of Intent shall be null and void.

Page Intentionally Blank

Section 20-02 Bidder Qualification Requirements

CHECKLIST

Refer to Section 20 *Proposal Requirements and Conditions*, paragraph 20-02, for the following items to be furnished to the Owner at the time of Bid opening. Insert a checkmark (√) or the letter “X” to acknowledge inclusion:

- A. Satisfactory evidence of the Bidder’s competency to perform the proposed work. Such evidence, unless otherwise specified, shall consist of:
 - statements covering the Bidder’s experience on similar work, _____
 - a list of equipment that would be available for the work, and _____
 - a list of key personnel that would be available. _____

BIDDERS SHALL PROVIDE ITEMS IN SECTION B OR SECTION C:

- B. Satisfactory evidence of Bidder’s financial responsibility:
 - Such evidence, 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 certified by a public accountant. _____
 - Certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. _____
 - If the Bidder’s financial responsibility has changed, the Bidder shall qualify the public accountant’s statement or report to reflect the Bidder’s true financial condition at the time such qualified statement or report is submitted to the Owner. _____
- C. Unless otherwise specified, a Bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current “Bidder’s list” of the state in which the proposed work is located.
 - Bidder is prequalified with the State Highway Division and is on the current “Bidders list” of the State. In-lieu-of submitting items in Section B above, evidence of the pre-qualification is included with the Bid. _____

Name of Bidder: _____

Page Intentionally Blank

Certification of Non-Collusion

My signature certifies that the accompanying bid is not the result of, or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended.

Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Name of Bidder: _____

Signature: _____

Name: (type or print) _____

Official Title: _____ Date: _____

Page Intentionally Blank

**ROANOKE REGIONAL AIRPORT COMMISSION
BID BOND FOR CONSTRUCTION PROJECT**

KNOW ALL MEN BY THESE PRESENTS: that

as Principal (hereinafter referred to as "Contractor"), and

as Surety (hereinafter referred to as "Surety"),

a corporation duly organized under the laws of the State of _____ 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 (\$ _____ 00.00), 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 submitted to Commission a certain bid dated _____ (Bid. No. _____), to enter into a contract ("Contract") for the following construction project: Rehabilitate Runway 6-24 Project at the Roanoke Regional Airport ("Bid"), including, without limitation and as may be applicable, the Invitation To Bid, Instructions to Bidders, General Conditions, completed Bid Forms, Specifications, Plans and Drawings, if any, which documents are referred to collectively as "Bid Documents" and are expressly incorporated herein by reference and made a part of this bond.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are as follows:

- a. If the Contractor's Bid shall be rejected, or if said Bid shall be accepted and the Contractor shall timely deliver to Commission the Contract and all required documentation fully completed and properly executed in the form required in the Bid and Contract Documents, including all documents necessary to form a valid and binding contract, as determined by Commission, and, if Contractor shall in all other respects perform the obligations created by the acceptance of said Bid, then this obligation shall be null and void, otherwise this obligation and all provisions of this bond shall remain in full force and effect, it being expressly understood and agreed that

the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penalty amount of this bond.

- b. If Contractor's bid shall be accepted but Contractor shall fail to timely deliver to Commission all required documentation fully completed and properly executed in the form and as required in the Bid and Contract documents, or in any other respect fail to perform the obligations created by the acceptance of said Bid, as determined by Commission, Contractor and 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 and/or the cost of any other professional services, which Commission may incur or which may result from or be imposed upon Commission by reason of such failure.
- c. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall be in no way impaired or affected by any extension by Commission of the time within which Commission may accept such Bid, and the Surety does hereby expressly waive any notice of any such extension.
- d. 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. 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 Commission to require a bond containing the provisions contained herein and they 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.
- e. This bond shall continue in full force and effect and shall not be deemed canceled or to have expired unless and until written notice of cancellation or expiration from Surety is received by Commission at least 90 calendar days prior to the effective date of such cancellation or expiration.
- f. 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.
- g. Any suit or action hereunder shall be brought in a Virginia court of competent jurisdiction in and for the City of Roanoke, or in the United States District

Court for the Western District of Virginia, Roanoke Division, and not elsewhere.

- h. 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.
- i. 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)
_____	_____
	Attorney-In-Fact

	(Type Name and Title)

(SURETY: Affix seal and attach current power of attorney)

Page Intentionally Blank

**SECTION D
CONTRACT FORMS**

Page Intentionally Blank

**CONTRACT
FOR
REHABILITATE RUNWAY 6-24
AT THE ROANOKE REGIONAL AIRPORT**

THIS CONTRACT, is made and entered into this ____ day of _____, 202__, between the Roanoke Regional Airport Commission, a body corporate, (hereinafter referred to as "Commission" or "Owner") and _____, (hereinafter referred to as "Contractor"), pursuant to Resolution No. _____ adopted by the Commission on _____, _____, 202__, whereby for good and valuable consideration, including the promises set forth herein, the parties agree as follows:

1. **WORK**

Contractor hereby agrees to provide all labor, equipment, materials, services, incidentals and warranties necessary to complete the Rehabilitate Runway 6-24 Project ("the Work") at the Roanoke Regional Airport.

A more detailed description of the Work and its requirements is contained in other sections of the Contract Documents.

2. **CONTRACT DOCUMENTS**

This Contract shall consist of the following Contract Documents: this executed Contract form; the Invitation to Bid; the Instructions to Bidders; General Conditions; the Technical Specifications; Drawings; Supplementary Drawings; Appendices; Addenda; and Contractor's completed Bid Forms, which are attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between this executed Contract Form and the Contractor's completed Bid Form, the terms and conditions of this Contract shall control and prevail. Contractor has entered into Performance and Labor and Material Payment Bonds, with surety, each in the penal sum of One Hundred Percent (100%) of the Contract Sum, payable to the Roanoke Regional Airport Commission, conditioned upon the faithful performance and upon the payment for labor and material, respectively, pursuant to this Contract and the Contract Documents hereinafter set out, upon which the bid of said Contractor was offered.

3. **TERM (CONTRACT TIME)**

Contractor agrees that time is of the essence for completion of this Contract. All preliminary and administrative work shall be completed within two hundred and forty (240) consecutive calendar days after the effective date of the written Phase 1 Administrative Services Notice to Proceed. All Work at the Airport, including Rehabilitate Runway 6-24, shall be completed within one hundred and fifty (150) consecutive calendar days and final acceptance issued within one hundred and eighty (180) consecutive calendar days after the effective date of the written Phase 2 Performance of Work Notice to Proceed. Contractor shall notify the Owner in

writing received at least 48 hours in advance of the date it desires to begin the Work at the site. The work, once begun in any area, must continue uninterrupted until completion.

4. **CONTRACT SUM**

Owner agrees to pay Contractor the Contract Price sum of _____ dollars (\$_____00) upon satisfactory completion of the Work as provided for in this Contract and as solely determined by Commission. Contractor acknowledges and agrees that the Contract payment amount may be increased or decreased by additions to and/or reductions in the Work only as effected by prior written change orders or amendments signed by both parties. Contractor agrees not to initiate any additional work, not called for in the Contract Documents, for which Contractor intends to seek additional compensation without first notifying Engineer in writing and obtaining Owner's prior approval by properly executed written change order or Contract Amendment unless pursuant to a Construction Change Directive.

The Contract sum specified above shall be the full and only sum paid to Contractor for all Work, materials, expenses and costs specified herein or incidental thereto.

5. **LIQUIDATED DAMAGES**

It is understood that for each calendar day that the work remains incomplete after the contract time for Phase 2 Performance of Work, including all extensions and adjustments as provided by written Change Order, liquidated damages as described in the Contract Documents may be claimed and retained, offset or deducted from any money due or to become due to the Contractor or its Surety. Such deducted sums may be assessed cumulatively, and such deducted sums shall not be considered to be a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in its contract. It is understood and agreed that: (a) the actual damages that may result from failure to complete the work within the required time are uncertain and difficult to determine with exactness and that the fixed amount is 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.

6. **PAYMENTS**

- A. Payment shall be made subject to and in accordance with Contractor's bid and the requirements of the Contract Documents.
- B. Contractor shall pay all applicable taxes, including sales tax on materials supplied.
- C. Contractor agrees that the Owner may withhold, deduct, or offset payment to Contractor under the Contract when the Owner's property is damaged or destroyed by poor performance or defective equipment or materials employed by Contractor, for the payment of fines or penalties by Owner as a result of Contractor's actions or failure to act, or for unsatisfactory performance under this Contract as determined by Engineer. Contractor also agrees that it shall be liable to the Owner for actual damages for replacement or repair of property, materials, or services caused by this damage or destruction to the Owner's property, or for unsatisfactory performance.

7. **COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS**

Contractor confirms that it and all of its subcontractors have all licenses and permits necessary to perform the Work and that they shall maintain all such licenses and permits as may be required by Federal, State, and local agencies during the term of this Contract.

The Contractor shall be solely responsible for paying all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall be responsible for arranging all inspections by local authorities for compliance with all building code requirements, ordinances and regulations.

No unnecessary delay shall be permissible in the completion of the Work due to the failure or delay in obtaining permits required for the Work.

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.

8. **INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless Commission and 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 Contractor or its subcontractor 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 thereunder, personal injury, wrongful death or property damage claims, Contractor's breach of airport security or failure to comply with security regulations as required herein. Should Contractor inadequately remedy or fail to remedy a violation of this agreement 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 Contractor.

9. **INSURANCE**

A. Liability Coverage

Prior to execution of this Contract by Commission, Contractor shall provide Owner's Executive Director suitable evidence of commercial general liability occurrence-type insurance that includes contractual liability and products and completed operations insurance, and automobile liability with "any auto" coverage, naming Contractor as insured and its employees, subcontractors, the Commission and its officials, officers, board members, agents, employees, and volunteers as additional insureds, providing coverage against any and all claims and demands made by any person or persons or any other entity whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work, services, items and/or other matters to be performed hereunder and including contractual liability coverage for the terms and conditions of this contract, which policies shall provide limits of not less than **\$10,000,000.00**.

B. Workers Compensation

Prior to execution of this Contract by Commission, the Contractor shall obtain and provide evidence of statutory Worker's Compensation and Employer's Liability Insurance for all of its employees engaged in the Work, and maintain such coverage during the term of the Contract. In case any such work is subcontracted, the Contractor shall require the Subcontractor to provide such insurance for all of its employees engaged in the Work.

C. Notice to Commission

Contractor shall immediately notify the Commission in writing of any changes, modifications, expiration and/or termination of any insurance coverages and/or policies required by this Contract.

D. Umbrella Policy

The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that

such umbrella liability policy follows the form of the underlying primary coverage.

E. Insurance Company

Insurance coverage shall be in a form and with an insurance company approved by the Commission, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this contract shall be authorized to do business in the Commonwealth of Virginia.

F. No Exclusions

The contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. Maintenance of Insurance

The continued maintenance of the insurance policies and coverages required by this Contract during the time that the Contractor is working for the Commission is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Insurance Not To Be Limit On Liability

Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers may have under this Contract, including without limitation the indemnification provision contained herein. The Commission does not in any way represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the Commission or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the Commission to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

10. CANCELLATION

A. 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.

B. 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.

11. **ENTIRE AGREEMENT**

This Contract embodies the entire understanding between the parties. There are no oral agreements or representations in connection herewith.

12. **SPECIAL CONTRACT TERMS**

A. Performance and Warranty

1. The Work shall be performed in a good, workmanlike and safe manner, consistent with industry standards and any applicable manufacturer's or vendor's warranty or product manufacturer's recommended guidelines.
2. Contractor shall protect the property of the Owner and tenants from any and all damage caused by the Contractor's operations.
3. Contractor shall maintain the work area in a neat, clean and safe condition at all times. Recognizing the Foreign Object Debris (FOD) could severely damage aircraft and jeopardize the lives of passengers, Contractor shall vigilantly comply with the requirements in the Contract Documents related to the cleanup and removal of demolition/removal debris and waste materials.
4. Specific Warranty requirements for this Contract are contained in Section 33 of the General Conditions for the Contractor and in pertinent sections of the Technical Specifications, both of which are incorporated herein by reference. Nothing contained in this paragraph will be construed to

establish a period of limitations with respect to any liability Contractor may have for breach of this Contract.

B. Inspection

A representative of the Owner shall have the right at all times to examine the supplies, materials and equipment used by Contractor, to observe the operations of the Contractor and its employees, to verify the Work being performed, and to do any act or thing which the Owner may be obligated or have the right to do under this contract.

C. Scheduling and Notification of Work

1. Prior to Contractor beginning any work at the airport, it shall participate in the pre-construction meeting which shall include representatives of the Commission and the Consultant and shall address many of the issues identified in Item 3. below. Such meeting should take place at least two weeks prior to the beginning of the Work.
2. The Work shall be scheduled at least 48 hours in advance with the Commission's Project Coordinator. Unless other arrangements have been made, any employee or representative of Contractor, prior to performing any work on Commission premises and before leaving Commission premises, shall notify Commission's designated representative who may desire to undertake a walk through inspection prior to Contractor's leaving the premises.
3. Issues of parking, access, dumpsters, storage of equipment and supplies, use of sanitary facilities, schedules for security badging and training and other related procedures shall be governed generally by the contract documents, however, specific issues or problems will be coordinated by Contractor with the Commission's Project Coordinator in order to minimize inconvenience to Contractor, airport businesses and the general public.
4. The Contractor shall schedule the work to suit the Owner's requirements. As indicated on the technical specifications, scheduling shall require restricted work time for some areas of the work.
5. Existing buildings will be occupied by the Owner and/or its tenants, and in full operation during construction. If at any time Contractor's activities create such noise, dust, fumes or noxious odors so as to substantially curtail or affect the operations of Owner, its tenants or passengers, then Contractor may be required to cease its operations until the affected activities cease for that work period or for the day.
6. Work necessary to be performed in, or otherwise affecting the use or comfort of, the existing buildings shall be coordinated with the occupants' schedules.

7. Under no circumstances shall any emergency or required means of ingress or egress be blocked, during hours the public is expected to be in the terminal.

13. **DETAILED DESCRIPTION AND REQUIREMENTS OF THE WORK**

The specific details of the Work are contained in the Technical Specifications which are incorporated herein by reference.

14. **NON-DISCRIMINATION**

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of the foregoing paragraphs 1. 2. and 3. in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. The Roanoke Regional Airport Commission does not discriminate against faith based organizations.

15. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

16. **DISADVANTAGED BUSINESS ENTERPRISE**

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, including any amendments thereto, 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.

17. **EQUAL OPPORTUNITY CLAUSE**

- A. 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.
- B. 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.

18. **GENERAL CIVIL RIGHTS PROVISIONS**

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

This provision is in addition to that require 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.

19. **TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

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

it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on March 17, 2026 Page 29 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 litigation to protect the interests of the United States.

20. **FEDERAL FAIR LABOR STANDARDS ACT**

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

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

21. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

22. **DRUG FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and, (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor. For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Roanoke Regional Airport Commission's Procurement

Regulations and applicable Virginia procurement laws, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. **EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall provide documentation acceptable to Commission establishing that the contractor is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. The Contractor shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse, if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the contract. The Commission may void this contract if the Contractor fails to remain in compliance with the provisions of this section.

24. **GOVERNING LAW AND VENUE**

The provision of this Contract 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 Contract. Every action brought under or related to this Contract shall be brought in a Virginia court of competent jurisdiction in the City of Roanoke or in the United States District Court for the Western District of Virginia, Roanoke, Virginia, and not elsewhere. In the event of any such litigation, the prevailing party, as determined by the adjudicating entity, shall have its costs, including all attorneys fees, paid by the non-prevailing party.

Notwithstanding the foregoing, the parties shall make their best efforts, in good faith, to resolve by negotiation all disputes concerning the interpretation and enforcement of this Contract by negotiation. The parties may resort to formal mediation via a professional mediating entity, licensed to conduct business in Virginia, in the event such inter-party negotiation fails. In the event either negotiation or mediation fail to resolve any such dispute, the parties hereby affirmatively agree to submit any action concerning the interpretation or enforcement of this Contract to binding arbitration, pursuant to Chapter 21 of Title 8.01 of the Code of Virginia, as currently existing or amended hereafter. Said arbitration shall be conducted by a professional arbitrating entity licensed to conduct business in Virginia. In the event the parties are unable to agree upon the arbitrating entity, selection shall be determined by a coin toss, choosing between one nominee respectively proposed by each party. The cost of the arbitration shall be shared equally by the parties. The party prevailing in any such arbitration, as determined by the arbitrator, shall have its costs, including all attorney's fees, paid

by the non-prevailing party.

25. **SEVERABILITY**

Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this Contract shall remain operative and binding on the parties. This Contract shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this Contract 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 Contract, and such principle or rule is expressly waived by the parties to this Contract.

26. **SURVIVAL**

All representations, agreements, covenants, and indemnifications made in or given by Contractor in this Contract shall survive the completion of all services under this Contract and the termination of this Contract for any reason.

27. **DUPLICATE COPIES**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

28. **CERTIFICATION**

The undersigned individual executing this Contract on behalf of Contractor certifies and warrants that he or she is authorized to enter into this Contract and bind Contractor to all of the terms and conditions contained herein.

29. **HEADINGS**

The headings used in this Contract are intended for convenience of reference only and do not define, expand, or limit the scope or meaning of any provision of this Contract.

30. **NOTICES**

A. Forms of Notice. Unless otherwise specified, all notices, consents and approvals required or authorized by this Contract to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed,

postage prepaid, is deposited in any United States Post Office, or upon delivery by hand, or upon delivery by overnight express carrier.

B. Notice to Commission. Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012, or at such other office as Commission may hereafter designate by notice to contractor in writing.

C. Notice to Contractor. Notice to Permittee shall be addressed and delivered to

_____, or at such other office in the continental United States as Contractor may hereafter designate by notice to Commission in writing.

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: Executive Director
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 **

Page Intentionally Blank

ROANOKE REGIONAL AIRPORT COMMISSION
PERFORMANCE 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 _____ 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 (\$ _____),

(Insert full dollar value of construction contract)

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 _____, as the successful bidder for Rehabilitate Runway 6-24 Project (“Project”) at the Roanoke Regional Airport, Bid No. 26-007 in accordance with all contract documents for such Project, including, without limitation and as may be applicable, the Invitation to Bid, Instructions to Bidders, General Conditions, completed Bid Forms, 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, faithfully, and fully perform the terms, conditions, and provisions of the Contract, in strict conformity with each and every requirement thereof, as determined by Commission, then this obligation shall be null and void; otherwise this

obligation and provisions of this bond shall remain in full force and effect as stated herein.

- a. If the Contractor shall default, breach, or fail to promptly, faithfully, and fully perform any of the terms, conditions or provisions of the Contract, in strict conformity with each and every requirement thereof, as determined by Commission, Surety shall complete or provide for the completion of the Contract, subject to the approval of the Commission, in accordance with its terms and conditions, and Surety hereby agrees to defend, indemnify, and hold Commission harmless from and against any and all liability, loss, cost, damage or expense, including reasonable attorney's fees and/or the cost of any other professional services which Commission may incur or which may result from or be imposed upon Commission by reason of any default, breach, or failure of Contractor and/or its agents, servants, subcontractors or employees to so perform the Contract, and Surety shall pay and/or repay and reimburse the Commission promptly upon demand for any and all sums due to, paid out, or expended by or on behalf of Commission on account of or resulting from such default, breach, or failure to so perform any of the terms or conditions of the Contract within the time and in the manner therein provided, including, without limitation, any maintenance, warranty, or guarantee obligations in the Contract.
- 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 the Surety, or either of them, 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. This Performance Bond shall be valid and continue in full force and effect and shall not be canceled or expire or be deemed to be canceled or have expired until all of Contractor's obligations under the Contract have been promptly, faithfully, and fully completed, as determined by Commission, including, without limitation, any maintenance, warranty, and guarantee obligations, as determined by Commission.
- d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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)

Attorney-In-Fact

(Type Name and Title)

SURETY: Affix seal and attach current power of attorney)

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 _____ 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 Bid No. 26-007 for the Rehabilitate Runway 6-24 Project ("Project") at Roanoke Regional Airport, in accordance with all contract documents for such Project, including, without limitation and as may be applicable, the Advertisement, Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary Conditions, completed Bid Forms, 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 and materials furnished or supplied in furtherance of the Project and 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 and materials furnished or supplied in furtherance of the Project and 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 or materials, or both, to the Contractor or to any subcontractors, in furtherance of the work provided for in the Contract and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in furtherance of the work. "Labor and materials" hereunder shall include, without limitation, 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 sections 2.2-4337.A.2 and 2.2-4341 of the Virginia Public Procurement Act, Code of Virginia (1950), as amended ("Act"). To the extent any provision hereof describing who is entitled to bring an action as claimant on this bond is not consistent with any provision of sections 2.2-4337.A.2 and/or 2.2-4341, 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)
_____	_____
	Attorney-In-Fact

	(Type Name and Title)

(SURETY: Affix seal and attach current power of attorney)

(Rev 04/05/2012)